

MASTER SERVICE AGREEMENT
BY AND BETWEEN
TIME WARNER ENTERTAINMENT AND
THE STATE OF OHIO, DEPARTMENT OF ADMINISTRATIVE
SERVICES

THIS MASTER SERVICE AGREEMENT (the "Agreement"), is by and between Time Warner Entertainment Company, L.P., on behalf of itself and its divisions and affiliates ("Vendor") having an office at 1015 Olentangy River Road, Columbus, Ohio 43212 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, OH 43215 (jointly referred hereto as the "Parties", or individually as a "Party") and is effective as of the date signed by the State.

IN WITNESS WHEREOF, the Parties have executed this Agreement which shall be effective on the date signed by the State, "Effective Date."

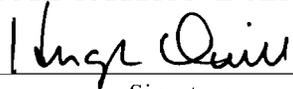
VENDOR	STATE OF OHIO, DEPARTMENT OF ADMINISTRATIVE SERVICES
 Signature	 Signature
Robert J. Sheehan Printed Name	Hugh Quinn Printed Name
AVP - Commercial Title	Director Title
August 24, 2009 Date	Sept. 2, 2009 Effective Date
13-36666-92 Federal Tax ID	

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Sections 1 through Section 14 of this Agreement are hereby defined as the Standard State Terms and Conditions. These Standard State Terms and Conditions are derived from Ohio statutory law, rules and procedures. As such, the Standard State Terms and Conditions will remain as written by the State and construed in conjunction with the applicable laws, rules and procedures.

1 General Information

1.1 Headings

The headings herein are for convenience only and are not intended to have any substantive significance in interpreting this Agreement.

1.2 Relationship of Parties and Subscribing Entity(s)

A. The Parties are independent contractors and nothing herein creates or implies an agency relationship or a joint venture or partnership between the Parties. Considering the Parties are independent contractors, the Vendor, their employees, contractors and/or subcontractors who may attend meetings and work in other situations where their independent contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of the members of the public that they are Government officials. In addition, the Vendor, their employees, contractors and/or subcontractors may not make any representation that they are acting, speaking, representing or otherwise advocating any position, agreement, service or otherwise on behalf of the State.

B. For purposes of this Agreement and any Service Attachments, the Department of Administrative Services and Subscribing Entity(s) shall be authorized to inquire of the Vendor's Services, invoices, payment and receive reports or other information from the Vendor.

1.3 Subscribing Entity(s)

"Subscribing Entity(s)" means Ohio Agencies, Boards, Commissions, Cooperative Purchasing Members, and other entities or institutions that State of Ohio deems as an Ohio government entity or authorizes as able to participate as a Subscribing Entity authorized to use the State's TSR System, as defined in Section 5.1, and that, in each instance, agrees to be bound by the terms of this Agreement and to be responsible for all use of the Service to be provided to them.

1.4 Cooperative Purchasing Members

Cooperative Purchasing Members are defined in Section 125.04 of the Ohio Revised Code ("ORC") and include counties, townships, municipal corporations, regional transit authorities, regional airport authorities or port authorities and school districts, conservancy districts, township park districts and park districts created under ORC Chapter 1545; any other political subdivision that has been approved by the Department of Administrative Services to participate in the Cooperative Purchasing Program; and other entities set forth in ORC Section 125.04. Cooperative Purchasing Members may purchase services from the Vendor subject to the terms and conditions of this Agreement so long as they have entered into a Cooperative Purchasing Agreement with the Department of Administrative Services as detailed in the ORC

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125.04. All records related to maintenance, service, and billing concerning the Services purchased under this Agreement shall be made available to State by the Vendor on request.

1.5 Subscribing Entity Reliance on Agreement.

Subscribing Entities may rely on this Agreement. Whenever a Subscribing Entity relies on this Agreement to issue an order for service under this Agreement, the Subscribing Entity will be required to agree to be bound to the terms of this Agreement as part of the TSR ordering process. The Vendor and the State will agree on the appropriate language to be included in the TSR System for this purpose. By agreeing to be bound by the terms of this Agreement, the Subscribing Entity will step into the shoes of the State under this Agreement for purposes of its order, and, as to the Subscribing Entity's order, this Agreement will be between the Vendor and the Subscribing Entity. The Vendor must look exclusively to the Subscribing Entity for performance, including but not limited to payment, and must hold the State harmless with regard to such orders and the Subscribing Entity's performance and payment. Subject to the provisions of Section 1.19 and further subject to any applicable limitation on remedies set forth in the applicable Service Attachments, the State will have the right to terminate this Agreement and seek such remedies on termination as this Agreement provides should the Vendor fail to honor its obligations under an order from a Subscribing Entity.

1.6 Third-Party Suppliers.

A. The Vendor must identify all third-party telecommunications carriers that the Vendor will rely upon to provide services under this Agreement, and the Vendor must act as a reseller for any such carriers, as well as all its other third-party suppliers, and incorporate the costs of their services in the Vendor's fees identified on the applicable Service Attachment under this Agreement. Any changes to the list of third-party carriers that the Vendor will rely upon in providing the services under this Agreement are subject to the approval of the State, which must be in the form of a written amendment to this Agreement.

B. Neither the State's approval of the use of such third-party carriers or the Vendor's use of other suppliers means that the State will pay for them. The Vendor will be solely responsible for payment of its suppliers and any claims of those suppliers for any failure of the Vendor to meet its obligations under this Agreement in the required manner. The Vendor will hold the State harmless for and will indemnify the State against any such claims.

C. The Vendor assumes responsibility for all services provided under this Agreement whether it or one of its suppliers provides them in whole or in part. Further, the Vendor will be the sole point of contact with regard to contractual matters, including payment of all charges resulting from the Agreement and all service requests.

D. If the Vendor plans to use any third-party carriers to provide telecommunications services under this Agreement, the Vendor must obtain that carrier's agreement to the attached Third-Party Carrier Form and submit it to the State in triplicate for acceptance

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before the Vendor may provide services that rely on the telecommunication services of that third-party carrier. This is not required for other suppliers of the Vendor.

1.7 Non-Exclusivity

This Agreement is non-exclusive. Nothing herein prevents either Party from entering into similar agreements with other entities.

1.8 Entire Agreement

A. This Agreement, together with any Service Attachments or Amendments and all applicable tariffs, which are incorporated herein by this reference, sets forth the entire Agreement of the Parties and any Subscribing Entity submitting an order hereunder with respect to the subject matter hereof, and supersedes any prior agreements, promises, representations, understandings and negotiations between the Parties.

B. Any modifications, amendments, supplements to or waivers of this Agreement must be submitted and approved in writing in accordance with this Agreement and executed by authorized representatives of both Parties. The Vendor may be required to file a copy of this Agreement with the Public Utilities Commission of Ohio.

1.9 Severability

If any provision hereunder is declared or held invalid, illegal or unenforceable, this Agreement will be revised only to the extent necessary to make such provision(s) legal and enforceable, or if impossible, the unaffected portions of this Agreement shall remain in full force and effect so long as the Agreement remains consistent with the Parties' original intent.

1.10 Survival

A. An Order for Service hereunder, together with the terms and conditions of this Agreement and/or Service Attachments and any associated Amendments, will survive the expiration or other termination of this Agreement only to the extent that any Subscribing Entity requests in writing that an order for service remain and only up to one year following the expiration or termination of this Agreement. Otherwise, all orders for service hereunder and the terms and conditions of this Agreement and/or Service Attachments and any associated amendments will not survive termination or expiration of this Agreement as to all services if no request is made for those services to remain active, Notwithstanding anything to the contrary herein the following sections shall survive termination or expiration of this agreement: 1.17 Confidentiality, 2 Indemnification/Limitation of Liability, 3.10 Antitrust, and 3.11 Use of Name.

B. If any Service Attachment should expire, terminate or cancel, the terms and conditions of this Agreement shall survive as to all other Service Attachments not expired, terminated or cancelled.

1.11 No Waiver

Either Party's failure to enforce any provision or term of this Agreement shall not be construed as a future or continuing waiver of such provision or term of this Agreement.

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1.12 Governmental Authorization, Regulatory Changes

This Agreement is subject to all applicable federal, state and local laws, rules and regulations, and each Party must comply with all applicable federal, state and local laws, rules and regulations and orders in performing its obligations hereunder. To the extent any provision of this Agreement conflicts with any such applicable law, rule or regulation, such law, rule or regulation will supersede the conflicting provision. The Vendor may discontinue, limit or impose additional requirements to the provision of Service, upon no less than thirty (30) days written notice, as required to meet regulatory or other lawfully imposed requirements.

1.13 Standard State Terms and Conditions

A. As stated previously, Sections 1 through Section 14 of this Agreement are hereby defined as the Standard State Terms and Conditions. These Standard State Terms and Conditions are derived from Ohio statutory law, rules and procedures. As such, the Standard State Terms and Conditions will remain as written by the State and construed in conjunction with the applicable laws, rules and procedures.

B. The Vendor may suggest additional language and incorporate such additional language, as agreed to and approved by the Ohio Department of Administrative Services' legal counsel, in Section 15, Vendor Added Language. Such additional language shall not modify or supersede the Standard State Terms and Conditions. If such a conflict exists at the time of execution of the Agreement and thereafter, the Standard State Terms and Conditions shall prevail.

1.14 Service Specific Terms and Conditions and Service Attachments

Service Attachments describe services the Vendor may offer under this Agreement, along with any special terms or conditions applicable to them, descriptions of those services, features, and any fees associated with such services, as well as any other provisions the Parties may agree to therein. Such Service Attachments, when executed by the Parties, are incorporated into this Agreement and become a part hereof.

1.15 Order of Precedence

A. In event of a conflict related to the general terms and conditions between the Agreement and the Service Attachment(s), the Agreement shall prevail.

B. In the event of a conflict between the Agreement and the Service Attachment(s), the Service Attachment(s) shall prevail solely with respect to the Service described therein.

1.16 Service Level Performance

Service Level Performance for each service will be specified in the applicable Service Attachment and/or Amendments thereto. The Subscribing Entity's exclusive remedies for the Vendor's failure to meet Service Level Performance are specified in the applicable Service Attachment.

1.17 Confidentiality

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A. The Vendor may learn of information, documents, data, records, or other material that is confidential in the performance of this Agreement. The Vendor may not disclose any information obtained by it as a result of this Agreement, without the written permission of the State. The Vendor must assume that all state information, documents, data, source codes, software, models, know-how, trade secrets, or other material is confidential. In addition, the Vendor may not disclose any documents or records excluded by Ohio law from public records disclosure requirements.

B. The Vendor will be liable for the disclosure of any confidential information. The Parties agree that the disclosure of confidential information of the State's may cause the State irreparable damage for which remedies other than injunctive relief may be inadequate, and the Vendor agrees that in the event of a breach of the obligations hereunder, the State shall be entitled to temporary and permanent injunctive relief to enforce this provision without the necessity of proving actual damages. This provision shall not, however, diminish or alter any right to claim and recover.

C. The Vendor's obligation to maintain the confidentiality of the confidential information will not apply where such: (1) was already in the Vendor's possession before disclosure by the State, and such was received by the Vendor without obligation of confidence; (2) is independently developed by the Vendor; (3) is or becomes publicly available without breach of this Agreement; (4) is rightfully received by the Vendor from a third-party without an obligation of confidence; (5) is disclosed by the Vendor with the written consent of the State; (6) is released in accordance with a valid order of a court or governmental agency, provided that in the case of a disclosure pursuant to this clause (6) the Vendor (a) notifies the State of such order immediately upon receipt of the order and (b) makes a reasonable effort to obtain a protective order from the issuing court or agency limiting disclosure and use of the confidential information solely for the purposes intended to be served by the original order of production; (7) is required to be disclosed by law or statute or authorized elsewhere in this Agreement; or (8) is necessary to protect individual or public safety.

D. The Vendor must return all originals of any confidential information and destroy any copies it has made on termination or expiration of this Agreement.

E. The Vendor may disclose Confidential Information to its subcontractors on a need-to-know basis, but the Vendor first must obligate them to the requirements of this section.

F. The State and each Subscribing Entity hereby acknowledge and agree that Vendor may disclose the State's, the Subscribing Entity's and their respective employees' and other end users' personally identifiable information as required by law or regulation or by the American Registry for Internet Numbers or any similar agency.

1.18 Competitive Pricing and Services

A. For the purposes of maintaining pricing and service competitiveness through the term of the Agreement, the Vendor agrees to an annual joint review of its pricing and service offerings. The annual review shall include, but is not limited to, a customer-like review wherein the Vendor shall provide non-confidential information such as changes in its published prices and general changes in market prices that are relevant to allowing the State and Subscribing Entity(s) to receive cost-competitive and

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technologically competitive Services. The Vendor agrees that written amendments to the Service Attachments to reduce rates and introduce technological service improvements may be submitted throughout the term of the Agreement, if the Parties agree in writing. In no case shall this section be a basis for increases to the prices offered in the Service Attachments, except as authorized in Section 6.

B. Neither Party is obligated to agree to reduce rates, introduce technological service improvements, or any other modification of this Agreement, a Service Attachment, or any order hereunder during the term of the Agreement, and any failure to agree to such a modification or addition will not entitle either Party to any termination or nonrenewal rights not otherwise available to such Party under this Agreement.

1.19 Contract Compliance and Conflict Resolution

A. The Vendor shall comply with all terms and conditions of this Agreement and the provisions of any Service Attachments. If the Vendor fails to perform any one of its material obligations under this Agreement, the applicable Service Attachment(s), or the applicable order(s), it will be in default and, subject to the limitation on remedies set forth in the Service Attachment, the State may proceed in the following manner:

1. The State may terminate this Agreement, the applicable Service Attachment(s), and/or applicable order(s) as according to Section 7 of this Agreement, but subject to the cure rights in subsection (4) below; or
2. The State may file a complaint with the Public Utilities Commission of Ohio for resolution of the matter. Such complaint may include a request by the State for treble damages if the noncompliance by the Vendor includes any act prohibited by Chapters 4901, 4903, 4905, 4907, 4909, 4921, 4923 or 4925 of the Ohio Revised Code; or
3. The State may file a complaint for damages with the appropriate court of jurisdiction in the State of Ohio.
4. The Vendor shall have 30 days to cure its breach before the State may terminate the order, Service Attachment, or Agreement. In the case of a breach that cannot be cured within 30 days, the Vendor will have up to 90 days to cure before the State may terminate, provided the Vendor provides the State with written notice of the reason the breach cannot be cured within 30 days.
5. The State also may terminate this Agreement in the case of material breaches that are cured within 30 calendar days but are persistent. "Persistent" in this context means that the State has notified the Vendor in writing of the Vendor's failure to meet any of its obligations three times. After the third notice, the State may terminate this Agreement on written notice to the Vendor without a cure period if the Vendor again fails to meet any obligation. The three notices have to relate to the same type of obligation. Some provisions of this Agreement may provide for a shorter cure period than 30 calendar days or for no cure period at all, and those provisions will prevail over this one. If a particular section does not state what the cure period will be, this provision will govern.
6. Additionally, for any material breach, the State may withhold payment for the affected order(s) until the Vendor cures the material breach, the Parties arrive at a mutual agreement as to the corrective action for the breach, or the State terminates this Agreement for the material breach, but in no event shall any such withholding of payment exceed 120 days.

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7. For the avoidance of doubt, (a) the termination rights of a Subscribing Entity under this Section 1.19 shall be limited in each instance to termination of the applicable order(s) under which the Subscribing Entity receives Service hereunder, and (b) the persistent breach termination right permitted under Section 1.19(A)(5) is available only to the State and not to a Subscribing Entity.

2 Indemnification / Limitation of Liability

2.1 Indemnification

The Vendor must indemnify the State against all liability or expense resulting from bodily injury to any person (including injury resulting in death) or damage to tangible property arising out of its performance under this Agreement, provided such bodily injury or property damage is due to the negligence of the Vendor, its employees, agents, or subcontractors.

2.2 Limitation of Liability - State

The State's and Subscribing Entity(s) liability for damages, whether in contract or in tort, shall not exceed the amount of compensation payable to Vendor for the previous twelve months of Service related to the specific Attachment under which the damages occurred, or the amount of direct damages incurred by the Vendor, whichever is less.

2.3 Limitation of Liability - Vendor

A. The Vendor will be responsible for any liability, claims, losses and damages arising out of the performance of this Agreement providing such liability, claim, loss, or damage is due to the fault or negligence of the Vendor, its employees, agent or subcontractors. But in no case other than the Vendor's indemnity obligations under Section 2.1 will such liability exceed the payments made to the Vendor for the preceding 12 months under this Agreement.

B. NOTWITHSTANDING THE PREVIOUS SENTENCE, NEITHER PARTY, ITS AFFILIATES OR CONTRACTORS SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

3 Standard Clauses

3.1 Excusable Delay

If the State, Subscribing Entity, or Vendor is unable to perform any part of its obligations under this Agreement by reason of force majeure, the Party will be excused from its obligations, to the extent that its performance is prevented by force majeure. The Party must remedy with all dispatch the cause preventing it from carrying out its obligations under this Agreement. Force majeure means without limitation acts of God, such as epidemics, lightening, earthquakes, fires, storms, hurricanes, tornadoes, floods, washouts, droughts, any other severe weather, explosions, arrests, restraints of government and people, war, strikes, and other like events, or other cause that could

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not be reasonably foreseen and prevented in the exercise of ordinary care and that is beyond the reasonable control of the Party.

3.2 Employment Taxes

Each Party will be solely responsible for reporting, withholding and/or paying all employment related taxes, payments and/or withholdings for its own personnel, including, but not limited to, Federal, state and local income taxes, social security, unemployment or disability deductions, withholdings, and/or payments (together with any interest and penalties not disputed with the appropriate taxing authority).

3.3 Sales, Use, Excise, and Property Taxes

The State and certain Subscribing Entity(s) are exempt from any sales, use, excise, and property tax. To the extent sales, use, excise, or any similar tax (which, for the avoidance of doubt, shall not include any of the fees or charges referenced in Section 9.1) is imposed on the Vendor in connection with the Project, such will be the sole and exclusive responsibility of the Vendor, and the Vendor will pay such taxes (together with any interest and penalties not disputed with the appropriate taxing authority) whether they are imposed at the time the Services are rendered or a later time. The Vendor need not accept any order without reasonable proof of the Subscribing Entity's tax-exempt status.

3.4 Equal Employment Opportunity

A. The Vendor will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including Ohio Revised Code Section 125.111 and all related Executive Orders.

B. Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be submitted to the DAS Equal Opportunity Division to comply with the affirmative action requirements. Affirmative Action Verification Forms and approved Affirmative Action Plans can be found by contacting the Equal Opportunity Department or viewing the Equal Opportunity Department's web site:

<http://www.das.ohio.gov/eod/aapv.htm>

C. Use of MBE and EDGE Vendors. The State encourages the Vendor to purchase goods and services from Minority Business Enterprises (MBE) and Encouraging Diversity, Growth and Equity (EDGE) vendors.

3.5 Drug-Free Workplace

The Vendor will comply with all applicable state and Federal laws regarding keeping a drug-free workplace. The Vendor will make a good faith effort to ensure that all Vendor employees, while working on state property, will not have or be under the influence of illegal drugs or alcohol or abuse prescription drugs in any way.

3.6 Conflicts of Interest

No personnel of the Vendor may voluntarily acquire any personal interest that conflicts with their responsibilities under this Agreement. Additionally, the Vendor will not knowingly permit any public official or public employee who has any responsibilities

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related to this Agreement or the Project to acquire an interest in anything or any entity under the Vendor's control if such an interest would conflict with that official's or employee's duties. The Vendor will disclose to the State knowledge of any such person who acquires an incompatible or conflicting personal interest related to this Agreement. The Vendor will take all legal steps to ensure that such a person does not participate in any action affecting the work under this Agreement, unless the State has determined that, in the light of the personal interest disclosed, that person's participation in any such action would not be contrary to the public interest.

3.7 Assignment

The Vendor may not assign this Agreement or any of its rights or obligations under this Agreement without the prior, written consent of the State. Such consent shall not be unreasonably denied or delayed. Notwithstanding anything to the contrary elsewhere in this Agreement, upon reasonable prior written notice to the State, Vendor may assign this Agreement to any affiliate or successor to substantially all of its assets in the locations where Service is provided hereunder. Upon reasonable prior written notice to Vendor, the State may assign or transfer this Agreement to any successor governmental body, except as otherwise required by applicable law or regulation, all other attempted assignments shall be void. For the avoidance of doubt, the rights and responsibilities of the State under this Section 3.7 shall apply solely to the State and not to any Subscribing Entity.

3.8 Governing Law

This Agreement will be governed by the laws of Ohio, and venue for any disputes will lie with the appropriate court in Franklin County, Ohio.

3.9 Finding for Recovery

The Vendor warrants that it is not subject to an unresolved finding for recovery under Ohio Revised Code Section 9.24. If the warranty was false on the date the Parties signed this Agreement, the Agreement is void ab initio.

3.10 Anti-trust

The Parties recognize that, in actual economic practice, anticompetitive prices incurred by Vendor as a result of any antitrust violations by Vendor's suppliers may be passed along to and borne by the Subscribing Entity(ies) rather than absorbed by Vendor. If and only to the extent that a state or federal antitrust claim or cause of action of the Vendor against its supplier relates to overcharges for products or services the State has purchased or is purchasing hereunder, the Vendor will assign to the State and Subscribing Entity(ies) the attributable fraction of the Vendor's overall claim or cause of action. (The attributable fraction shall be calculated based upon the ratio of (i) the State's total dollar purchases hereunder of products and services covered by the claim or cause of action to (ii) the Vendor's total dollar purchases of such products and services covered by the claim or cause of action.) Notwithstanding the foregoing, if an assignment or apportionment of the claim or cause of action, as contemplated herein, would be disadvantageous to the Vendor, in the Vendor's reasonable discretion, the Vendor agrees to pursue, settle, or otherwise resolve the claim on its own and then pay over to the State and the Subscribing Entity(ies) the attributable fraction of the Vendor's recovery on any such claim or cause of action brought by the Vendor regarding all the affected products and Services and to consult reasonably

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from time to time with the State regarding the Vendor's progress in litigating such claims or causes of action.

3.11 Use of Name

Neither Party will use the other Party's name in any marketing material without the other Party's written consent.

3.12 Executive Order 2007-1S Compliance

A. The Vendor certifies that it has reviewed and is currently in compliance and will continue to adhere to the requirements of Ohio ethics laws.

B. In accordance with Executive Order 2007-01S, the Vendor, by signature on this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflict of interest laws, and (3) will take no action inconsistent with those laws and this order. The Vendor understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this contract and may result in the loss of other contracts with the State of Ohio.

3.13 Campaign Contributions

The Vendor hereby certifies that all applicable parties listed in Division (I)(3) or (J)(3) of O.R.C. Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of O.R.C. Section 3517.13.

3.14 Declaration Regarding Terrorist Organization

In accordance with R.C. 2909.33(C), the Vendor certifies that it meets one of the following conditions:

1. The Vendor has not received, nor will receive as a result of this contract, an aggregate amount greater than one hundred thousand dollars (\$100,000) in business or funding, excluding personal benefits, from the state, instrumentalities, or political subdivisions during the current fiscal year; or
2. The Vendor has received, or will receive as a result of this contract, an aggregate amount greater than one hundred thousand dollars (\$100,000) in business or funding, excluding personal benefits, from the state, instrumentalities, or political subdivisions during the current fiscal year. and,
3. The Vendor has either pre-certified with the Office of Budget and Management, or has completed the Declaration of Material Assistance ("DMA") form certifying that the Vendor has not provided material assistance to any organization on the Terrorist Exclusion List, as that term is defined in R.C. 2909.21.

3.15 Safety and Security Rules

A. When accessing State networks and systems, the Vendor must comply with all applicable policies and regulations regarding data security and integrity that it has been made aware of. And when on any property owned or controlled by the State, the Vendor must comply with all security and safety rules applicable to people on those premises that it has been made aware of. The State publishes its primary security and

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integrity policies at <http://www.oit.ohio.gov/IGD/Policy/OhioITPolicies.aspx>. Individual Subscribing Entities may have other policies and regulations.

B. The Vendor will have the right to terminate without liability or refuse any order where compliance with the policies is not commercially reasonable.

4 Appropriation and Certification of Funds

4.1 Appropriation of Funds.

The State of Ohio's funds are contingent upon the availability of lawful appropriations by the Ohio General Assembly. If the General Assembly fails at any time to continue funding for the payments or any other obligations due by the State under this Agreement, the State will be released from its obligations on the date funding expires. If a Subscribing Entity's funds are not subject to appropriation of the Ohio General Assembly or similar governmental body, this provision will not apply.

4.2 Certification of Funds

None of the rights, duties, or obligations in this Agreement will be binding on the State, and the Vendor will not begin its performance, until all the following conditions have been met: (a) all statutory provisions under the Code, including Section 126.07, have been met; (b) all necessary funds are made available by the appropriate state agencies; (c) if required, approval of this Agreement is given by the Controlling Board of Ohio; and (d) if the State is relying on Federal or third-party funds for this Agreement, the State gives the Vendor written notice that such funds have been made available.

5 Orders Requesting Service, Cancellation, or Modification

5.1 Service, Cancellation, or Modification.

A. All orders for Service as well as any cancellations, or modifications to an order must be made through the State's Technology (formerly Telecommunications) Service Request ("TSR") system or any replacement system in use by the State at the time an order for Service, cancellation or modification is requested and that the State has given the Vendor prior written notice regarding. Therefore the Vendor will notify the State when an order is received that was placed outside the TSR or similar system and the Vendor will not accept the order. If a Vendor accepts an order outside the TSR or similar system, the State may either withhold payment for the unverified order or request suspension of the Service occurring due to the unverified order without penalty to the State.

B. The Vendor agrees to keep Subscribing Entities' orders updated and current in the TSR System.

C. The Vendor is responsible for processing all orders, billing, payments, cancellations, and changes, and receiving and managing all Service calls. In this regard, the Vendor must act as the sole point of contact for all Services under this Agreement and any related Service Attachments for all Subscribing Entities. The Vendor may not require a Subscribing Entity to contact any of the Vendor's third-party

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suppliers/carriers or otherwise transact business directly with such suppliers/carriers for any Services ordered under this Agreement, and in all respects, the Vendor must maintain a single-point-of-contact business relationship with each Subscribing Entity for the Services ordered under this Agreement.

D. The Vendor shall have the right to accept or reject any new orders in its discretion and shall have the right to reject renewal orders, provided in the case of renewal orders that the Vendor provides at least 90 days before the end of the then current term.

5.2 eBonding

If available through the Vendor, the State may opt to generate service orders, conduct order status checks, report Service trouble, manage this Agreement and the Service Attachments and conduct other related transactions through the Vendor's eBonding system which will allow the State to automatically enter directly into the Vendor's proprietary system. Once the Vendor has eBonding capability, the Vendor must notify the State and provide access to the eBonding system.

6 Term

The current General Assembly cannot commit a future General Assembly to any expenditures. Therefore, this Agreement along with all Service Attachments will automatically expire at the end of the current biennium, which is June 30, 2009.

All existing orders under this Agreement expire with the expiration of the Agreement if the Agreement is not renewed.

6.1 Agreement - Renewal

The State may renew this Agreement in the next biennium by issuing written notice to the Vendor of the decision to do so. Renewals will be initiated by the State in writing at least thirty (30) days prior to the expiration of the then current term. This expiration and renewal procedure will also apply to the end of any subsequent biennium.

It is the intention of the State to renew this Agreement for several successive terms, but the State is not obligated to do so.

If the Agreement or any Service Attachment is not renewed at the end of a term, all orders there under will expire without further obligation of the State or the Subscribing Entity(ies), other than the Subscribing Entity(s) obligation to pay for all accrued and unpaid charges for Service, as outlined in the appropriate Service Attachment(s) through the effective date of such expiration. No Early Disconnection Charges will apply to such expiration.

6.2 Service Attachment(s) - Renewal

A. The State may renew the Service Attachments for the next biennium by issuing written notice to the Vendor of the decision to do so. Renewals will be initiated by the State at least thirty (30) days prior to the expiration of the then current term. This expiration and renewal procedure will also apply to any subsequent biennium.

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B. After the first renewal the Parties agree that pricing of services under the Service Attachment may be renegotiated to reflect more favorable rates to the State. Upon termination of this Agreement, all rights of the Subscribing Entity(s) to order new Services cease and the Vendor has no further obligations to furnish new Services to the Subscribing Entity(s). The Subscribing Entity has the option anytime during the term of the applicable service order to change to another technology and/or service offering with the Vendor without incurring termination charges; provided, however, that (1) the Subscribing Entity reimburses Vendor for any portion of the construction and installation charges which were not recouped (as identified up front by the Vendor for the initial order) under the existing service order and (2) the Subscribing Entity pays for any construction and installation charges applicable to the order for the new technology or service offering.

C. The Vendor's fees for Services may not increase until the renewal in 2013. Should the Parties be unable to agree on pricing at the 2013 renewal, the Agreement or the applicable Service Attachment will expire without renewal or further obligation on either Party.

6.3 Subscribing Entities

For the avoidance of doubt, no Subscribing Entity shall have any right to renew, terminate, or renegotiate this Agreement or any Service Attachment, or any order under this Section 6. Orders may be cancelled only in accordance with Section 8.

7 Termination - Agreement and Service Attachments

A. For the State's convenience, the State may terminate this Agreement and/or Service Attachment(s) during the Initial or any Renewal Term with thirty (30) days advanced written notice to the Vendor. The Subscribing Entity(s) shall pay for all accrued and unpaid charges for Service through the effective date of such termination and any Early Disconnection Charges as outlined in the appropriate Service Attachment(s).

B. If the Termination of the Agreement and/or Service Attachments is for cause, pursuant to Section 1.19, neither the State nor Subscribing Entity(s) will be held liable for any Early Disconnection Charges as outlined in the appropriate Service Attachment(s).

C. In addition, it is understood that the State's funds are contingent upon the availability of lawful appropriations by the Ohio General Assembly. If the General Assembly fails at any time to continue funding for the payments and other obligations due as part of this Agreement, the State and Subscribing Entity(s) obligations under this Agreement are terminated as of the date that the funding expires without further obligation of the State and Subscribing Entity(s).

D. Should a Subscribing Entity cancel an order for Service(s) due to the non-appropriation of funds for such Service(s), the Subscribing Entity may not acquire a replacement service from another vendor for six months from the date of such cancellation. A Subscribing Entity will not be required to wait six months to obtain a replacement service if, upon availability of funding for such cancelled Service, the

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Subscribing Entity first contacts Vendor and makes a good faith effort to renew the cancelled order. The foregoing will not prohibit the Subscribing Entity from using or renewing any existing service from another vendor, provided the alternative service began before the non-appropriation event and was not begun in contemplation of the non-appropriation event.

E. For the avoidance of doubt, nothing in this Section 7 shall entitle any Subscribing Entity to terminate this Agreement or any Service Attachment.

8 Cancellation of Services as Described in a Service Attachment

Under this Agreement and Service Attachment(s), Service(s) may be cancelled by either the Subscribing Entity(s) or the Vendor as follows:

8.1 By the Subscribing Entity(s)

A. For the Subscribing Entity(s) convenience, the Subscribing Entity(s) may cancel the service(s) at any time for any reason. The Subscribing Entity(s) shall remain liable for charges accrued but unpaid as of the cancellation date as well as any Early Disconnection Charges as outlined in the appropriate Service Attachment(s). The Subscribing Entity may exercise this cancellation right only to the extent the Subscribing Entity has lawfully appropriated funds for the above mentioned charges. The Subscribing Entity(s) must provide a TSR request for termination for convenience to the Vendor at least 30 days before the termination date, unless a shorter notice period is provided for in the applicable Service Attachment.

B. If the cancellation of the service(s) is for cause pursuant to Section 1.19, nonrenewal of this Agreement or non-appropriation of funds as described in Section 6, the Subscribing Entity(s) shall not be held liable for any Early Disconnection Charges as outlined in the appropriate Service Attachment(s).

8.2 By the Vendor

A. If a Subscribing Entity(s) materially defaults in the performance of any of its duties or obligations under this Agreement and/or Service Attachment(s), the Vendor may cancel the service by giving at least thirty days (30) written notice to the Subscribing Entity with the cancellation date. If the Subscribing Entity(s) cures the default to the satisfaction of the Vendor and prior to the cancellation of services date, the Agreement shall remain in full force and effect.

B. The Subscribing Entity(s) shall remain liable for charges accrued but unpaid as of the cancellation date, and any Early Disconnection Charges as outlined in the appropriate Service Attachment(s).

8.3 Vendor's Right to Suspend Services

The Vendor shall have the right to suspend the Services hereunder in whole or in part if the Subscribing Entity or any end user (a) fails to comply with any applicable laws or regulations, the terms of this Agreement, or the Vendor's acceptable use policy posted at its website or other terms of use applicable to the Services, or (b) uses the Service

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in a manner that causes harm to Vendor's equipment or network, provided that any suspension pursuant to this clause (b) shall be limited to the extent necessary to prevent such harm. Where practicable under the circumstances, Vendor shall use commercially reasonable efforts to notify the State and/or Subscribing Entity before suspending the Services to any end user which the Subscribing Entity has identified to Vendor in writing as an entity performing a critical public safety function (e.g. emergency 911 dispatcher, police station). In any event the Vendor will notify the applicable Subscribing Entity promptly after commencement of the suspension.

9 Financial – Charges, Claims and Disputes, Billing and Payment

9.1 Charges

A. All applicable charges are fully documented in the appropriate Service Attachment(s). The Subscribing Entity(s) will not be responsible for any charges not documented in the Service Attachment(s) nor will the Subscribing Entity(s) be responsible for any charges waived by the Vendor as described in the Service Attachment(s). The charges waived by the Vendor include, but are not limited to, the following:

1. Universal Service contribution;
2. Overhead or administrative fees of Vendor;
3. Vendor property tax allotments (i.e., an allocation of property taxes paid by Vendor on its own property); and
4. Federal Regulatory Fee of 2.06%

B. Any sales, use, excise or any similar tax will be handled pursuant to Section 3.3.

C. The Subscribing Entity(s) will pay ONLY any taxes, fees, surcharges or assessments, as outlined in the appropriate Service Attachment(s), to the extent the Service when acquired by the Subscribing Entity is not exempt from such taxes, surcharges or assessments, and will appear as a separate line item on the invoice. The Universal Service contribution referenced in Section 9.1(A)(1) will be waived only in the event that a Subscribing Entity certifies that its traffic carried pursuant to this Agreement is not jurisdictionally interstate, as defined in 47 CFR 36.154 (the mixed use 10% rule).

D. The Subscribing Entity(s) are not subject to increases in the monthly recurring charge or usage charges during the term of this Agreement.

E. Subscribing Entities are not responsible for any charges from the Vendor's third-party suppliers/carriers for any Services ordered under this Agreement, unless a Service Attachment expressly provides otherwise. In this regard, the Vendor is the seller or reseller of all Services covered by this Agreement, and any payments due to the Vendor's third-party suppliers/carriers for services under this Agreement are included in the Vendor's fees specified in the applicable Service Attachment, unless that Service Attachment expressly provides otherwise.

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9.2 Claims and Disputes

- A. The Subscribing Entity(s) are only authorized to pay correct invoices.
- B. During the pendency of the investigation into the disputed charges, upon written notification to the Vendor, the State may withhold payment for the invoices disputed in good faith until the dispute is resolved.
- C. Once the investigation into the disputed charge(s) has been completed;
 - 1. If in favor of the Subscribing Entity, the Vendor will issue a credit on the next invoice. If the credit exceeds the service charges on the next invoice, upon the request of the Subscribing Entity, the Vendor will issue payment to the Subscribing Entity in the form of a check in the amount exceeding the service charges.
 - 2. If in favor of the Vendor, the Subscribing Entity will submit payment within thirty (30) days of receiving notification at the office designated to receive the invoice.

9.3 Billing

- A. Invoices will be issued at the account level; however, the Subscribing Entity(s) may require a recap at the Agency, Division, or District level based on the organizational structure of the Subscribing Entity(s).
- B. Invoices must be submitted electronically, either in the form of an internet download or optical/media magnet which form is to be determined at the State's option, to the office designated in the purchase order or TSR as the "bill to address". The invoice shall be submitted within sixty (60) days of the Service. If the State does not received the invoice within the sixty days of the date of Service, the State shall be entitled to deny payment of the invoice.
- C. If a Vendor is using additional vendors/entities to provide the Services described in the Service Attachments, the Vendor, at the State's option, must generate a consolidated invoice and submit the consolidated invoice to the State, unless a Service Attachment expressly provides otherwise.
- D. A proper invoice must include the following information and/or attached documentation:
 - 1. Name and address of the Vendor as designated in this Agreement or Amendment.
 - 2. Federal Tax Identification Number of the Vendor as designated in this Agreement.
 - 3. Invoice remittance address as designated in this Agreement.
 - 4. A sufficient enough description of the Services that allows the State to identify the Services or perform an audit of the Services. At a minimum, such detail will include service addresses, service IDs, detailed charges by billable components, and Subscribing Entity's order numbers. Any additional required details will be provided in the applicable Service Attachment.

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9.4 Payment

- A. Payments for services under this Agreement will be due on the 30th calendar day after the actual receipt of a proper invoice in the office designated to receive the invoice.
- B. The date of the warrant issued in payment will be considered the date payment is made.
- C. Without diminishing the foregoing payment rights and obligations, the payment will be overdue if it is not received by Vendor within 30 days after the receipt of a proper invoice in the office designated to receive the invoice.
- D. At the Vendor's option, if a payment is overdue, then interest will be paid under the provisions of Section 126.30 of the Ohio Revised Code ("Code").

10 State Reporting Requirements

The Vendor shall provide the State with a recap of all services provided to the Subscribing Entity on a monthly basis. Specific reporting data requirements will be outlined in the Service Attachment and/or Amendments.

11 Service Level Guarantee and Credits

The Vendor will issue credit allowances for service outages as set forth in the Service Level Agreement outlined in the Service Attachment and/or Amendments section(s). The credit will appear on the Subscribing Entity's invoice within 60 days after the Subscribing Entity requests a credit to which it is entitled.

12 Eligibility of E-Rate Service

A. Some services under this Agreement and/or the Service Attachments may be eligible for the Universal Service Administrative Company's ("USAC's") Education Rate (E-Rate) Program. If a Vendor makes a determination that certain administrative fees are E-Rate eligible, the Vendor must line-item each invoice to the State indicating which administrative fees are E-Rate eligible. Vendors and customers party to this contract must follow the rules as set forth by USAC. Please refer to the following web location, if available:

<http://www.sl.universalservice.org>

B. Under current USAC rules, administrative fees assessed by the State are excluded from e-Rate reimbursement for telecommunications services. Any applicable administrative fees are identified in Section 9, Cost Recovery. Vendor will be responsible for all E-Rate federal reimbursement requirements.

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13 Cost Recovery

A. The Vendor will establish a State of Ohio Cost Recovery Fee Account. This Cost Recovery Fee is an estimated charge to recover costs/fees incurred by the State in the management and administration of the Services for all the parties and/or Subscribing Entities in the Agreement described herein and/or the Service Attachments.

B. The Cost Recovery Fee to be paid to State will be calculated by multiplying Two Percent (2%) times the total dollar amount of services invoiced. The State will generate notification to the Vendor via email on the last day of the quarter advising the Vendor to complete a revenue reporting form provided by the State within thirty (30) days prior to the close of the quarter. The Vendor will complete and return the revenue reporting form via email within thirty (30) days preceding the close of the quarter. The State will compare quarterly the revenue reporting forms provided by the Vendor to expenditure data from the State's general ledger to insure minimum reporting amount was met. The minimum would include all state expenditures without cooperative purchasing expenditures. The State will generate an invoice to the Vendor for the quarterly Cost Recovery Fee based on reported revenue but at least exceeding amount of general ledger statewide disbursements report.

Example of calculation of a Cost Recovery Fee:

Example 1:

Vendor Revenue Report	\$1,000.00	X 2%	\$20.00
State Expenditure Report	\$900.00		

Example 2:

Vendor Revenue Report	\$800.00		
State Expenditure Report	\$1,000.00	X 2%	\$20.00

C. The Vendor will remit to the State the 2% Cost Recovery Fee within thirty (30) days of receipt of the invoice from the State by check to the State of Ohio, Office of Information Technology. THE CHECK SHALL BE MADE OUT TO: TREASURER, STATE OF OHIO, FUND 133 and shall be sent to the State at the following address:

Office of Information Technology
Services Delivery Division
30 East Broad Street, 39th Floor
Columbus, OH 43215
Attn: Business Manager

D. To ensure that the payment is credited properly, the Vendor will identify the check as State of Ohio Cost Recovery Fee and reference this Agreement between the Vendor and The State of Ohio, Office of Information Technology and reference the

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Quarterly Activity Reports supporting the check amount. The data requirements for the Quarterly Activity Reports will be detailed in the Service Attachment(s). Credit of the Cost Recovery Fee will begin in the month of execution of this Agreement.

E. A copy of the Quarterly Activity Report shall be sent to the Contract Manager at the following address:

Office of Information Technology
Service Delivery Division
1320 Arthur E. Adams Drive, 3rd Floor
Columbus, Ohio 43221
Attention: Contract Manager

F. The first payment will be calculated against all services rendered to the existing Subscribing Entity(s) transferred to the Agreement in the month of effective date. Subsequent payments will be calculated against all Subscribing Entity(s) as stated above.

14 Notices

Except as otherwise provided in this Agreement, all notices required or permitted to be given hereunder shall be in writing and shall be valid and sufficient if dispatched by a) registered or certified mail, postage prepaid, in any post office in the United States; b) hand delivery; c) overnight courier; d) facsimile transmission or e) email upon confirmation of receipt.

If to the State:

Office of Information Technology
Service Delivery Division
1320 Arthur E. Adams Drive, 3rd Floor
Columbus, Ohio 43221
Attention: Contract Manager

If to the Vendor:

Time Warner Cable
ATTN: Business Class/Government Team
1015 Olentangy River Rd.
Columbus, OH 43212

With a copy to:

Time Warner Entertainment Company, L.P.
ATTN: General Counsel
60 Columbus Circle
New York, NY 10023

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15 Vendor Added Language

This Section has been added to provide the Vendor with the flexibility to add to the terms and conditions outlined in Sections 1 through 15 of this Agreement. Any additions or changes in this section must follow the format as outlined in the Master Service Agreement and Service Attachment instructions document. Please note that all terms and conditions which are specific to the services will be addressed in the Service Attachment(s) and not in this section.

15.1 Terms of Use

Use of the Services hereunder shall be governed by the Vendor's then-current terms of use communicated to the State and/or Subscribing Entity in writing. The Subscribing Entity shall ensure that all end users of the service provided by the Vendor hereunder shall be required to agree to be bound by the Vendor's then-current acceptable use policy and other terms of use.

15.2 Vendor Items

All equipment and materials used by the Vendor to provide the services hereunder (collectively "Vendor Items") shall remain the sole and exclusive property of the Vendor or its suppliers. The Subscribing Entity will use commercially reasonable efforts to ensure that its employees and end users will not open, alter, misuse, tamper with duplicate or remove the Vendor Items, and will not remove any markings or labels from the Vendor Items. The Vendor reserves all rights in and to the Vendor Items not expressly granted herein.

15.3 Warranty Disclaimer

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT AND THE APPLICABLE SERVICE ATTACHMENTS (SUCH AS APPLICABLE SLAs THEREIN (WITH RESPECT TO WHICH THE EXCLUSIVE REMEDIES ARE ALSO SET FORTH IN THE APPLICABLE SERVICE ATTACHMENT)) OR APPLICABLE AMENDMENT, THE SERVICES PROVIDED BY VENDOR HEREUNDER ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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Third-Party Carrier Form # _____

This Third-Party Carrier Form (the "Form"), is between _____ ("Carrier") having an office at _____, and the State of Ohio, Department of Administrative Services, Office of Information Technology ("the State"), having its principal place of business at 1320 Arthur E. Adams Drive, 3rd Floor, Columbus, OH 43221 (jointly referred hereto as the "Parties"), and it is effective as of the date signed by the State.

The Carrier is acting as a third-party carrier for _____ ("the Vendor") under an agreement between the State and the Vendor as a result of an RFP issued _____ ("the Agreement").

The Carrier has a copy of the Agreement and will honor all terms and conditions in the Agreement unless otherwise modified by the Carrier and State's Service Attachment.

Additionally, if the State and the Carrier agree to contract directly for services, they may do so by executing a Service Attachment between them that references the Agreement, in which case, all provisions of the Agreement will apply to the Carrier as if the Carrier were the original Vendor under the Agreement. Notwithstanding the foregoing, for purposes of written notices under the Agreement with respect to the Service Attachments entered into directly between the State and Carrier, notices to Carrier will be sent to:

(Notice Address)

Further, with respect to the Third-Party Supplier section, the Carrier will not be obligated to notify the State of third-party carriers or obtain Third-Party Carrier Forms from them.

Additionally, no Service Attachments entered into under the Agreement between the Vendor and the State will apply to the Carrier, except to the extent the Carrier is a third-party carrier for purposes of them with the original Vendor. And no amendments to the Agreement between the Vendor and the State will apply for purposes of any Service Attachment directly between the State and the Carrier, unless any such Amendment is directly between the State and the Carrier or incorporated by reference in the applicable Service Attachment with the Carrier.

Whenever the State and the Carrier rely on the Agreement to directly enter into a Service Attachment, the Carrier will step into the shoes of the Vendor under the Agreement for purposes of that Service Attachment only, and, as to that Service Attachment, the Agreement will be solely between the Carrier and the State. The Carrier and the State must look solely to each other for performance with respect to the applicable Service Attachment, including but not limited to billing and payment, and the original Vendor will not be considered a party to the Agreement for purposes of any such Service Agreement directly with the Carrier. Nothing in this Form requires the Carrier or the State to enter into any Service Attachment directly, and should they so agree, the Service Attachment will be effective only when signed by the Carrier and accepted by the State through execution of it by the State's duly authorized representative.

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

CARRIER

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

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Effective Date

Federal Tax ID