

CONTRACT AMENDMENT NUMBER 2

THIS AMENDMENT NUMBER 2 (the "Amendment") is between the State of Ohio, through its Department of Administrative Services (the "State"), and Cincinnati Bell Technology Solutions Inc. (the "Service Provider"). This Amendment changes the terms of the contract issued under Master Services Agreement, Number MSCA0003 (the "Contract").

The Contract is amended as follows:

This Amendment replaces previous Cost Recovery language found in the Contract with the following language Cost Recovery language. The replacement is intended to modernize all MCSA contracts, providing the Service Provider with an efficient online reporting system as well as necessary, updated information regarding Cost Recovery Fee submission.

Cost Recovery

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 Governments	Local	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 Governments	Local	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 Governments	Local	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
 Office of Finance
 30 E. Broad Street – 40th Floor
 Columbus, OH 43215

The State will direct the Service Provider to the State's in-house reporting system to enter all reporting information to include all State entity sales as well as Cooperating Purchasing 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 Cloud Service Agreement and the supporting Cost Recovery Report. Credit of the Cost Recovery Fee will begin in the month of execution of this Agreement.

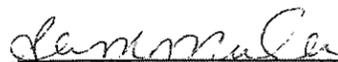
If the full payment of the Cost Recovery fee is not paid within 30 days after the end of the applicable reporting period, the non-payment will constitute a contract debt to the State. The State may offset any unpaid cost recovery from any amount owed to the Contractor under this Contract and employ all 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.

Except as expressly modified in this Amendment, all the terms of the Contract remain unaffected and unchanged by this Amendment.

TO SHOW THEIR AGREEMENT, the parties have executed this Amendment as of the dates below.

CONTRACTOR
 CINCINNATI BELL TECHNOLOGY
 SOLUTIONS INC.

STATE OF OHIO
 DEPARTMENT OF ADMINISTRATIVE SERVICES





By: Shannon Mullen

By: Robert Blair

Title: Senior Director - Finance

Title: Director

Date: 12-18-14

Date: 1-28-15