

**A Contract
between
The Ohio Department of Rehabilitation and Correction
and
MCI WORLDCOM Communications, Inc.**

This Contract is between the State of Ohio on behalf of the Department of Rehabilitation and Correction (“ODRC”) and MCI WORLDCOM Communications, Inc., on behalf of itself and its U.S.-based affiliates and their respective successors (collectively, “MCI” or “Contractor”).

1. This Contract consists of and is governed by: (a) this document, (b) ODRC’s Request for Competitive Sealed Proposals (“RFP”) #DRC05182004 for the Inmate Call Out Program and Related Services (“ICOP Project”), issued May 18, 2004 and amended by Amendments Numbers 1, 2, and 3, dated May 27, June 11, and July 1, 2004, respectively (collectively, the “RFP”), and (c) Contractor’s proposal dated July 13, 2004, in response to the RFP, as clarified or revised by Contractor’s letters dated July 20, August 2 & September 2, 2004 (collectively, the “Proposal”). The RFP and Proposal are attached hereto and incorporated herein by reference.

2. This Contract is the complete and exclusive statement of the agreement and understanding between the Contractor and ODRC concerning the ICOP Project. In the case of conflicting provisions between this document, on the one hand, and the RFP or the Proposal on the other hand, this document shall control. The general terms and conditions of the Contract are contained in RFP Section 3 and Contractor’s responses to RFP Section 3, set forth in Section XVI of Contractor’s Proposal (collectively, the “General Terms and Conditions”). In the case of conflicting provisions within the General Terms and Conditions, the Contractor’s Proposal responses to RFP Section 3 shall control. Without limiting the foregoing, ODRC and Contractor expressly agree as follows for the avoidance of doubt:

a. Statement of Work [RFP 3.1.1]. If applicable, in connection with any instructions or requests that ODRC issues under RFP 3.1.1, Statement of Work, Contractor may request a Change Order from ODRC in accordance with RFP Section 3.2.11, Changes.

b. Equipment Installation [RFP 3.1.2]. If the Contractor’s failure to meet the equipment installation completion date specified in RFP Section 1.9, Calendar of Events, is due to (i) ODRC’s failure to meet its own obligations in a timely fashion, or (ii) any other cause specified in RFP Section 3.2.12, Excusable Delay, then the Contractor will not be in breach of the Contract, and the completion date will be extended by the same amount of time as the delay caused by ODRC or other such cause.

c. Record Keeping [RFP 3.2.2]. Upon request of the ODRC, the Contractor, at its own expense, will make available any ICOP-related records. Any such ODRC request shall be on reasonable prior notice and during customary business hours, and Contractor shall have the right to designate any such records as confidential, proprietary, trade secret and/or legally privileged, in accordance with applicable law.

d. Audits [RFP 3.2.3]. Prior to any audit by any third-party (i.e., not a State employee) authorized representative of ODRC, Contractor may require such representative(s) to execute Contractor’s then-standard Confidential Information Non-Disclosure Agreement.

e. Suspension and Termination [RFP 3.2.8]. Notwithstanding any contrary provision in RFP Section 3.2.8, Suspension and Termination, prior to any termination for default Contractor shall be entitled to receive notice and at least a thirty (30) calendar day opportunity to cure the alleged default.

f. Equipment Warranty [RFP 3.4.3]. The Contractor will pass through to ODRC the representations, commitments and warranties, if any, provided by its equipment and hardware supplier(s), to the extent the terms of such warranties permit Contractor to do so. Contractor does not, however, make any independent representations, commitments or warranties regarding any such equipment or hardware, express or implied, either in fact or by operation of law, statutory or otherwise, including but not limited to any implied warranties of merchantability or fitness for a particular purpose.

g. Injunctive Relief [RFP 3.7.5]. Nothing in this Contract is intended to limit either the Contractor's or ODRC's right to injunctive relief if such is deemed necessary to protect its interests.

3. Certain additional terms of the Contract are contained in RFP Section 5, ICOP System Requirements, and Contractor's responses to RFP Section 5, set forth in Section VIII of Contractor's Proposal (collectively, the "ICOP Requirements"). In the case of conflict within the ICOP Requirements, such requirements set forth in RFP Section 5 shall control. However, the ODRC and Contractor specifically agree that the Contractor's responses to the following provisions in RFP Section 5 shall control in the event of any conflict:

- Items 5.9.1, 5.9.5 through 5.9.9, (all untitled) in subsection 5.9, Collect Call Services
- Items 5.19.5 and 5.19.6 (both untitled) in subsection 5.19, Inmate Account Information
- Items 5.27.3 and 5.27.5 (both untitled) in subsection 5.27, Post Installation and Expansion Requirements
- Items 5.28.8 through 5.28.11 (all untitled) in subsection 5.28, Prepaid Calling Requirements

4. Certain additional terms of the Contract are contained in RFP Section 6, General Conditions, and Contractor's responses to RFP Section 6, set forth in Section XVII of Contractor's Proposal (collectively, the "Sec. 6 General Conditions"). In the case of conflict within the Sec. 6 General Conditions, such conditions set forth in RFP Section 6 shall control. However, the ODRC and Contractor specifically agree that the Contractor's responses to the following provisions in RFP Section 6 shall control in the event of any conflict:

- Item 6.1.3 (untitled) in subsection 6.1, Installation of the ICOP Equipment and Software
- Subsection 6.3, Patching and Painting
- Subsection 6.5, Security
- Item 6.6.4 (untitled) in subsection 6.6, Safety

5. This Contract shall be legally binding and effective as of the date of the last signature below; provided, however, in light of the February 28, 2005 ICOP equipment installation deadline specified in RFP Amendment #2 as set forth in Sections 1.9, Calendar of Events, and 3.1.2, Equipment Installation:

a. The initial term of this Contract specified in RFP Section 1.5, Expected Duration of the Contract, shall continue for a period of four (4) years commencing February 25, 2005; and

b. Contractor's obligations to charge the ICOP inmate call rates and charges and to pay the commission fees to ODRC, both as specified in Attachment 10 to Contractor's Proposal, shall become effective on February 25, 2005.

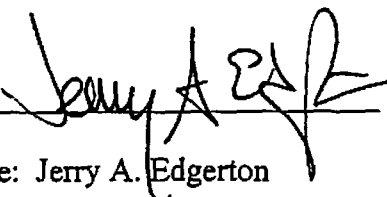
Accordingly, until February 25, 2005, Contractor shall continue to charge the ICOP inmate call rates and charges, and pay the commission fees to ODRC, in accordance with their Contract dated February 25, 2000, as amended (the "2000 ICOP Contract). Unless MCI and ODRC expressly agree in writing to a different termination date, on February 25, 2005 the 2000 ICOP Contract shall be deemed terminated by mutual agreement of the parties.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives, in duplicate originals, on the date(s) below.

CONTRACTOR:

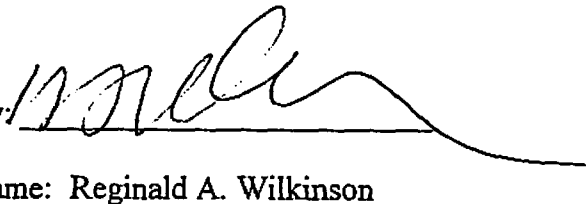
MCI WORLDCOM
Communications, Inc.

STATE OF OHIO, DEPARTMENT
OF REHABILITATION AND
CORRECTION

By: 
Name: Jerry A. Edgerton

Title: Senior Vice President

Date: 10/4, 2004

By: 
Name: Reginald A. Wilkinson

Title: Director

Date: 12/12, 2004