THIRD AMENDEMENT TO CONTRACT
A56-0-01-19

This is an amendment to the contract entered into by and between **The Office of the Attorney General** (Telephone Privacy Division) (the "State") and **NX Communications** (the "Contractor") dated October 12, 2001 (the "Contract").

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

1. Paragraph 2 ("Consideration") is hereby deleted in its entirety and replaced with the following:

The total amount payable under this Agreement shall not exceed two hundred sixty two thousand five hundred fifty dollars ($262,550.00). All payment obligations shall be made in arrears in accordance with Indiana law and State fiscal policies and procedures, and Contractor shall provide invoices for services rendered not inconsistent therewith. Contractor may not submit an invoice before the services have been performed.

2. Paragraph 3 ("Term") is hereby deleted in its entirety and replaced with the following:

This Agreement will begin on August 6, 2001 and end on January 31, 2007. It may be renewed or extended only by written agreement.

3. The following clause is added:

Ethics. The Contractor shall abide by all ethical requirements that apply to persons who have a business relationship with an agency, as set forth in Indiana Code § 4-2-6 et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <<<http://www.in.gov/ethics/>>>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under Indiana Code § 4-2-6-12."

This Third Amendment shall take effect upon execution by the State.

All other matters previously agreed to and set forth in the Contract and not affected by this Third Amendment shall remain in full force and effect.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the duly authorized representative, agent, or officer of the Contractor, that he/she has not, nor has any other employee, representative, agent, or officer of the Contractor, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion, or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Second Amendment, other than that which appears upon the face hereof.

IN WITNESS WHEREOF, Contractor and the State of Indiana have, through their duly authorized representatives, entered into this Second Amendment. The parties having read and understand the foregoing do by their respective signatures dated below hereby agree to the terms thereof.

NX Communications

By: _____
Scott Linn, President

Date: 27 JAN 2005

Indiana Office of the Attorney General

By: _____
Gregory F. Zoeller,
Chief Deputy

Date: 2-7-05

APPROVED BY:

DEPARTMENT OF ADMINISTRATION

By: G. Douglas Seidman (for)
Earl A. Goode,
Commissioner

Date: 2/21/05

STATE BUDGET AGENCY

By: Alice E. Niezgaski (for)
Charles Schalliol,
Director

Date: 3/3/2005

APPROVED AS TO FORM AND LEGALITY:

By: Jason Thompson (for)
Stephen Carter,
Attorney General of Indiana

Date: 3-7-05