SECOND RENEWAL TO CONTRACT
A56-3-03-5

Pursuant to IC 5-22-17-4 and the terms of its Contract dated March 5, 2003 (the "Contract") with CallNet Call Center Services, Inc. (the "Contractor"), the Office of the Attorney General (the "State") hereby exercises its option to renew the Contract under the same terms and conditions as set forth in the original Contract.

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

1. The Contract is hereby renewed for an additional one year period pursuant to Paragraph 35 ("Renewal Option"). The renewal period will begin January 29, 2005 and end January 28, 2006.
2. 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 Second Renewal 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 Second Renewal 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 Renewal, 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 Renewal. The parties having read and understand the foregoing do by their respective signatures dated below hereby agree to the terms thereof.

CallNet Call Center Services, Inc.

By: _____
Charles Webb, President

Date: January 28, 2005

Indiana Office of the Attorney General

By: _____
Gregory F. Zoeller,
Chief Deputy

Date: January 31, 2005

APPROVED BY:

DEPARTMENT OF ADMINISTRATION

By: _____ (for)
Earl A. Goode,
Commissioner

Date: 2/3/05

STATE BUDGET AGENCY

By: _____ (for)
Charles Schalliol,
Director

Date: 2/8/05

APPROVED AS TO FORM AND LEGALITY:

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

Date: 2/9/05