29 O approved as:

Take all appropriate action on Agreement between Fort Bend County and Datavox for local area network equipment for the Justice Center utilizing Department of Information Resource Contract DIR-SDD-1374, for an amount not to exceed \$339,585.50. (Fund: Facility Bond Project)

3/4/11 3 originals returned to Cheryl at Purchasing

STATE OF TEXAS

§

COUNTY OF FORT BEND

8

ADDENDUM TO CISCO CATALYST SWITCH INTALLATION AGREEMENT

THIS AMENDMENT is entered into by and between Fort Bend County, a body corporate and politic, and Datavox, Inc., a company authorized to conduct business in the State of Texas.

THAT, WHEREAS, the parties have executed and accepted that certain Services Agreement, (hereinafter the "Agreement"), attached hereto as Exhibit "A" and incorporated by reference; and

WHEREAS, the following changes are incorporated as if a part of the Agreement:

- 1. **Time of Performance.** It is understood and agreed that the time for performance of the Scope of Services under this Agreement shall begin with receipt of the Notice to Proceed and end no later than eighty (80) days thereafter.
- 2. Payment. Upon completion of the services described in the attached Exhibit A, Datavox, Inc. shall submit to Fort Bend County two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to For Bend County. Fort Bend County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. Fort Bend County shall pay each such approved invoice within thirty (30) calendar days. Fort Bend County reserves the right to withhold payment pending verification of satisfactory work performed.
- 3. **Taxes.** Fort Bend County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a taxexempt certificate will be furnished upon request.
- 4. **Applicable Law.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas. Venue shall lie in Fort Bend County, Texas, for any suit regarding the Agreement.
- 5. Indemnity. DATAVOX, INC. SHALL SAVE HARMLESS FORT BEND COUNTY FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF DATAVOX, INC., ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF DATAVOX, INC. OR ANY OF DATAVOX, INC.'S AGENTS, SERVANTS OR EMPLOYEES.
- 6. **Insurance.** Prior to commencement of the Services, Datavox, Inc. shall furnish Fort Bend County with evidence of all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to Fort

Bend County. Datavox, Inc. shall maintain such insurance coverage from the time Services commence until Services are completed. Datavox, Inc. shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas.

- a. Datavox, Inc. shall obtain such insurance of the following types and minimum limits:
 - i. Workers' Compensation insurance in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 - ii. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
 - iii. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
 - iv. Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
 - v. Professional Liability insurance with limits not less than \$1,000,000.
- b. Fort Bend County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies written on behalf of Datavox, Inc. shall contain a waiver of subrogation in favor of Fort Bend County and members of Commissioners Court.
- c. If required coverage is written on a claims-made basis, Datavox, Inc. warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.
- Limitation of Liability. 7. The section of the Services Agreement entitled Limitation of Liability shall be revised to read as follows: IN NO EVENT SHALL DATAVOX BE LIABLE TO FORT BEND COUNTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBLITY OF SUCH DAMAGES; DATAVOX'S ENTIRE LIABILITY AND FORT BEND COUNTY'S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT **NOT** LIMITED TO NONPERFORMANCE, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO THE AMOUNT WHICH HAS BEEN ACTUALLY PAID TO DATAVOX BY FORT BEND COUNTY FOR SERVICES AND/OR PERFORMANCE HEREUNDER.

- 8. Independent Contractor. In the performance of work or services hereunder, Datavox, Inc. shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Datavox, Inc. or, where permitted, of its subcontractors. Datavox, Inc. and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of Fort Bend County and shall not be entitled to any of the privileges or benefits of Fort Bend County employment.
- 9. Limit of Appropriation. Prior to the execution of this Agreement, Datavox, Inc. has been advised by Fort Bend County, and Datavox, Inc. clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that Fort Bend County shall have available the total maximum sum of three hundred and thirty-nine thousand five hundred and eighty-five dollars and 50/100 (\$339,585.50), including reimbursable expenses, if any, specifically allocated to fully discharge any and all liabilities which may be incurred by Fort Bend County. Datavox, Inc. does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Datavox, Inc. may become entitled to hereunder and the total maximum sum that Fort Bend County shall become liable to pay to Datavox, Inc. hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of three hundred and thirty-nine thousand five hundred and eighty-five dollars and 50/100 (\$339,585.50) for all products and services described herein.
- 10. **Reimbursables.** All travel reimbursements are subject to the Fort Bend County Travel Reimbursement Requirements for Fort Bend County Vendors.

| DATAVOX, INC. | |
|--|-------------------|
| By: Authorized Agent S | Cuignature |
| Steve Ferguson Authorized Agent – P | 1 rinted Name |
| Title: President, Ent | erprise Solutions |
| Date: 2-16-2011 | |
| FORT BEND COUNT | ΓY A |
| By: Robert E. Hebert, Cou | nty Judge |
| Date: 2 22-2011 | |
| D 2 65 | |



ATTEST

Dianne Wilson, County Clerk

AUDITOR'S CERTIFICATE

739,585.50

I hereby certify that funds in the amount of \$339,585. are available to pay the obligation of Fort Bend County within the foregoing Agreement.

EXHIBIT A



Scope of Work Approvals

Parties to Agreement

This Statement of Work ("SOW") is made and entered into between Datavox, Inc., 2000 West Sam Houston Parkway South, 9th Floor, Houston, TX 77042 ("Datavox") and Fort Bend County, Richmond, Texas 77469 ("Fort Bend County or Customer"), as of the date last written below ("Effective Date").

Terms

The customer agrees to purchase, and Datavox agrees to provide certain services and deliverables ("Services") as defined in this SOW, subject to the terms and conditions that follow. The terms of this SOW are limited to the scope of this SOW and shall not be applicable to any other SOWs.

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Approval Signatures

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have caused this SOW to be duly executed.

| Datavox, Inc. | | Fort Bend County | | |
|---------------|-------------|------------------|--|--|
| Ву: | | By: | | |
| | (Signature) | (Signature) | | |
| Name: | | Name: | | |
| Title: | | Title: | | |
| Date: | | Date: | | |



Roles and Responsibilities

This project will involve cooperative efforts of multiple organizations. A high level description of the various organizational roles is provided below.

Fort Bend County

- Attend and actively participate in project meetings as required
- Coordinate scheduled work windows
- o Coordinate meetings with the network team as needed
- o Provide Datavox with access to all devices as needed
- Manage and communicate change windows with key stakeholders
- Provide acceptance of each phase

Datavox

- Datavox will provide project management for all tasks described herein
- Attend and actively participate in project meetings as required
- Continue to evolve details as needed based on findings.
- o Complete work defined the Project Plan section of this document
- o Perform knowledge transfer to Fort Bend County technical team
- Provide project deliverables as detailed below

Project Resources

Datavox will assign a project coordinator and a lead project engineer who will remain in this role throughout the project. The lead project engineer will incorporate additional engineering resources in the project as needed. All personnel will have the requisite certifications and skills necessary to perform as experts to fulfill the project scope. Datavox strives to keep the same project team intact throughout the project but reserves the right to make changes to the team as necessary. Datavox will notify Fort Bend County of any changes made to the team resources.

Project Objectives

The primary objectives of this project are as follows:

Install 1 Cisco new Catalyst Switches for the new Ft. Bend County Justice Center

Project Plan

Phase 1 - Pre-Installation

Phase 1 of this project will consist of the following actions and items.

- o Schedule meetings with client
- Coordinate scheduling to work with Fort Bend County team



Gather information from necessary network devices

Phase 2 – Install New Cisco Catalyst Switches for the Justice Center

Phase 2 of this project will consist of the following actions and items.

Network Hardware Installation

- Datavox will unpack and inspect equipment and remove all packing materials. Datavox will verify successful power-up diagnostics. Units will be observed upon power-up to determine successful completion of self-test diagnostics. Datavox will also connect all adjuncts to your communication system stated in the contract.
- DataVox will program and install one Cisco 4510RE Catalyst Chassis Switch with Dual Supervisors and Dual power supplies. DataVox will also program and install nine 4506E Catalyst Switches with dual power supplies and single supervisor.
- o DataVox will implement QoS on the all 10 switches.
- o Fort Bend County will provide IP address information for all VLAN's.
- Fort Bend County will provide DHCP server/scopes to be used for all VLAN's.
- Fort Bend County is responsible for any extra equipment that might be needed for connectivity.
- DataVox will assist Fort Bend County in making necessary configuration changes on existing Cisco gear in order to implement QoS.
- o Fort Bend County will provide floor plans with all closets clearly identified.

Note: Customer is responsible for the provisioning and placement of any power source/s (AC and/or DC).

Knowledge transfer:

 DataVox will provide training for System Administrators that reflects the programming of your Cisco Ethernet Switches. You will be able to perform most tasks required on a daily basis. This training will be conducted on Fort Bend County site buy the DataVox engineer that performed programming. Typically this is approximately 2-4 hours.



Project Deliverables

Datavox will coordinate a project wrap up meeting after completion of the project. The project wrap-up meeting will be used to review the project success and discuss lessons learned. Datavox will provide the following project deliverables at this time.

- o Provide deployment documentation for the Cisco Catalyst Switches.
- o Provide as built documentation that details the network configuration for all devices
- o Provide project summary and technical knowledge transfer as part of project hand off

Project Management Services

Within the current scope of work, it is assumed that DataVox's project coordinator will provide and maintain a project schedule and manage all tasks conducted by Datavox.

- o DataVox will provide a Microsoft Project schedule.
- DataVox will provide the County with an updated status report and time line once per week by the end of business each Friday for the duration of this network project.
- DataVox will work with Fort Bend County on a testing and go live time line which will be included in the project plan.
- Develop and execute a communication plan to prepare and guide Fort Bend County through the cutover.
- Coordinate, monitor and manage tasks throughout the project. Make adjustments as necessary to achieve project goals within budget and schedule

Out of Scope Tasks

Any item or task not specifically enumerated in this document will be considered outside the scope of this project.

Project Cost

DataVox quote to perform this Scope of work is \$ 43,653.00



ADDITIONAL HOURLY BILLING PROCESS Prepaid hours will be used at the following rate:

| | STANDARD HOURS | AFTER-HOURS* | WEEKENDS | HOLIDAYS' |
|---------------------|--|--|---|---|
| Hours | M-F 8 a.m. to 5 p.m. (CST) | M-F 5 p.m. to 8 am. (CST) * | All Days & Hours* | All Days & Hours* |
| Hourly Rate | \$170 / hr. | 1½ hr. / hr. worked* | 2 hr. / hr. worked* | 2 hr. / hr. worked* |
| Onsite Bill Rate | (1 hr. minimum) 1 hr. increments + ½ hr. trip charge | (2 hr. minimum) * 1 hr. increments + ½ hr. trip charge | (2 hr. minimum)* 1 hr. increments + ½ hr. trip charge | (4 hr. minimum)* 1 hr. increments + ½ hr. trip charge |
| Remote Bill Rate | (½ hr. minimum) ½ hr. increments | (1 hr. minimum)* ½ hr. increments | (2 hr. minimum) * 1 hr. increments | (4 hr. minimum)* 1 hr. increments |
| Hours | M-F 8 a.m. to 5 p.m. (CST) | M-F 5 p.m. to 8 am. (CST) * | All Days & Hours* | All Days & Hours* |

^{*} THE HOURLY MINIMUMS LISTED FOR AFTER-HOURS, WEEKENDS AND HOLIDAYS ARE FOR HIGH PRIORITY, EMERGENCY SERVICE ONLY. Scheduled support outside of listed standard hours may vary from the above minimums. Resource availability and scheduling for non- emergency after-hours, weekend and holiday support is provided at the sole discretion of DataVox.

Terms and Conditions

Purchase Orders and Limitations of Warranties.

Any purchase order submitted by FORT BEND COUNTY in connection with this SOW shall be deemed subject to the terms of this SOW; Datavox's performance of such purchase order shall not constitute Datavox's acceptance of new or different terms, including pre-printed terms on such order. Datavox shall invoice FORT BEND COUNTY for services in



accordance with the terms stated in the SOW. FORT BEND COUNTY shall pay all taxes, except for taxes due on Datavox's net income. Datavox warrants that services shall be provided by competent personnel in accordance with applicable professional standards. Datavox MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FORT BEND COUNTY acknowledges that Datavox, its vendors, and/or its licensors retain all patents and/or copyrights in and to all proprietary data, processes and programs, if any, provided in connection with services performed hereunder; any Datavox software provided to FORT BEND COUNTY as part of the services provided shall be subject to the vendor's copyright and licensing policy. To the extent such software is prepared by Datavox, it is provided by nontransferable, nonexclusive license for FORT BEND COUNTY's internal use only, subject strictly to the terms and conditions of this Agreement, and shall terminate upon termination or expiration of this Agreement. FORT BEND COUNTY shall not duplicate, use or disclose for the benefit of third parties, reverse engineer or decompile any such software.

Limitation of Liability

IN NO EVENT SHALL DATAVOX BE LIABLE TO FORT BEND COUNTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; DATAVOX'S ENTIRE LIABILITY AND FORT BEND COUNTY'S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO THE AMOUNT WHICH HAS BEEN ACTUALLY PAID TO DATAVOX BY FORT BEND COUNTY FOR SERVICES AND/OR PERFORMANCE HEREUNDER.

Without limiting the foregoing, Datavox will have no responsibility for the adequacy or performance of (i) any third party software provided to Datavox under this agreement; (ii) any hardware, and (iii) any services provided by any third party.

Work Hours

Datavox has priced the professional service proposal assuming that all work will be done during normal business hours which Datavox defines as Monday – Friday, 8am – 5pm, excluding holidays. Datavox has accounted for two after hours activities which includes the system go live of the network and communication system. These project milestone activities can be scheduled outside of normal business hours Monday – Friday, excluding holidays. The start time for this activity can be scheduled to start no later than 7pm. Any request to perform the system go live or any other activity outside of normal business hours is considered outside the scope of work and will result in additional project costs. Scheduling and availability of resources outside of normal business hours is not guaranteed.



Non-Solicitation of Employees

Customer agrees not to hire or otherwise solicit employment of any Datavox employee for a period of two (2) years after the date of this agreement. Customer agrees that the damages to Datavox for any breach of this section will be substantial, but difficult to ascertain. Accordingly, if Customer breaches this agreement, it shall pay to Datavox an amount equal to the annual compensation of the Datavox employee solicited or hired, which amount shall be paid as liquidated damages, as a good faith effort to estimate the fair, reasonable and actual damages to Datavox, and not as a penalty. Nothing in this agreement shall be construed to prohibit Datavox from pursuing any other available rights or remedies it may have against the employee.

Travel Expenses

The customer is responsible for travel expenses incurred throughout the project. Travel expenses include airfare, accommodations, transportation and per diem. These expenses are passed from Datavox to the customer at the cost incurred.

Virus Protection

Customer agrees and understands it is Customer's responsibility to install and run an antivirus program on all workstations and servers at/or prior to installation. Customer agrees to take whatever steps Customer deems appropriate to ensure there is adequate and up to date virus protection on all workstations and servers. Customer expressly agrees that Datavox, Inc shall have no liability for the loss of any such data, downtime or other damage caused by a computer virus.

Data Back-Up

Customer agrees to take whatever steps Customer deems appropriate to ensure there are adequate, up to date back-ups made of databases. Datavox assumes no responsibility for retaining a system backup or ensuring that standard system back up procedures are in place or operational. FORT BEND COUNTY is responsible for maintaining its own procedures for the reconstruction of lost or altered files, backup or saving of data or programs to the extent deemed necessary by FORT BEND COUNTY and for actually reconstructing any lost or altered files, data or programs. Datavox assumes no responsibility for the protection of FORT BEND COUNTY's data. Datavox is not liable for damage to software or data caused by service to the computer hardware equipment. FORT BEND COUNTY agrees that it shall have the sole responsibility for safeguarding the software and data during service work performed by Datavox. Datavox is not liable for software damage due to any outside factor, i.e. software virus.

Force Majeure, Choice of Law and Venue

Neither party shall be liable for any failure or delay in performance of its obligations hereunder where such performance is prevented or delayed by causes beyond its reasonable control,



including without limitation, flood, war, embargo, strike or other labor dispute, riot, acts of God or the intervention of any government authority. This SOW and all matters relating thereto shall be governed exclusively by the substantive law of the State of Texas and any dispute relating directly or indirectly to this SOW or any other contract or agreement between the parties shall be brought in a court of competent jurisdiction in Harris Fort Bend County, Texas, that being the exclusive venue for any dispute between or any claims held by any of the parties to this SOW.

Miscellaneous

This SOW constitutes the entire agreement of the parties and supersedes all prior written or oral agreements, representations and understandings relating to the subject matter hereof. This SOW shall not be amended or modified except by written instrument signed by the parties.

System Quotation Valid for 30 Days



Prepared By:

Cisco 4510 Chassis Switch with Dual Sups and Pwr and 4500 Switches

Steve Weber, Enterprise Sales Manager DataVox 2000 W. Sam Houston Parkway S., 9th Floor Houston, TX 77042 713-881-7140 Desk Phone 713-881-7240 Direct Fax 713-881-5353 Customer Service

February 11, 2011

Prepared For:

Ft. Bend County Justice Center

Charles King

Product Total: \$ 284,980.50

Maintenance Total: \$ 10,952.00

Professional Services Total: \$ 43,653.00

(Sales Tax & Shipping Not Included) Total: \$ 339,585.50

| Part Number | Part Description | Qty. | Ext. Sell |
|---------------------------|---|------|---------------|
| Cisco Catalyst 4510RE Cha | assis Switch | | \$ 295,932.50 |
| WS-C4510RE-S7+96V+ | 4510R+E Chassis, Two WS-X4748-RJ45V+E, Sup7-E | 1 | \$17,490.00 |
| PWR-C45-6000ACV | Catalyst 4500 6000W AC dual input Power Supply (Data + PoE) | 1 | \$2.117.35 |
| PWR-C45-6000ACV/2 | Catalyst 4500 6000W AC dual input Power Supply (Data + PoE) | 1 | \$2,117.35 |
| CAB-L620P-C19-US | NEMA L6-20 to IEC-C19 14ft US | 4 | \$0.00 |
| WS-X4712-SFP+E | Catalyst 4500 E-Series 12-Port 10GbE (SFP+) | 1 | \$14,307.35 |
| SFP-10G-LRM | 10GBASE-LRM SFP Module | 9 | \$6,177.15 |
| WS-X4712-SFP+E | Catalyst 4500 E-Series 12-Port 10GbE (SFP+) | 1 | \$14,307.35 |
| SFP-10G-LRM | 10GBASE-LRM SFP Module | 9 | \$6,177.15 |
| WS-X45-SUP7-E/2 | Catalyst 4500 E-Series Supervisor, 848Gbps | 1 | \$10,597.35 |
| S45U-31-01XO | CAT4500e SUP7e Universal Image | 1 | \$0.00 |
| WS-C4500-10G-LIC | Catalyst 4500 10G Upgrade License for LAN Base Image | 1 | \$2,120.00 |
| C4500E-LB-ES | Lan Base to Eneterprise Services paper license | 1 | \$10,597,35 |
| FR45-ISSU-POE-LIC | Cat4500 ISSU PoE promo. license needs dual sup+48PoEports | 1 | \$0.00 |
| WS-X4748-RJ45V+E | Catalyst 4500E 48-Port PoE 802.3at 10/100/1000(RJ45) | 1 | \$0.00 |
| WS-X4748-RJ45V+E | Catalyst 4500E 48-Port PoE 802.3at 10/100/1000(RJ45) | 1 | \$0.00 |
| WS-X45-SUP7-E | Catalyst 4500 E-Series Supervisor, 848Gbps | 1 | \$0.00 |
| SD-X45-2GB-E | Catalyst 4500 2GB SD Memory Card for Sup7-E | 2 | \$530.00 |
| CON-SNTP-4510RES7 | SMARTNET 24X7X4 4510R+É Chassis, Two WS-X4748-RJ45V+E | 1 | \$3,464.00 |
| | | | \$0.00 |
| <u>TR-1A</u> | | | \$0.00 |
| WS-C4506E-S6L-96V+ | 4506-E Chassis, TwoWS-X4648-RJ45V+E, Sup6L-E | 1 | \$9,540.00 |
| PWR-C45-6000ACV | Catalyst 4500 6000W AC dual input Power Supply (Data + PoE) | 1 | \$2,117.35 |
| PWR-C45-6000ACV/2 | Catalyst 4500 6000W AC dual input Power Supply (Data + PoE) | 1 | \$2,117.35 |
| CAB-L620P-C19-US | NEMA L6-20 to IEC-C19 14ft US | 2 | \$0.00 |
| X2-10GB-LRM | 10GBASE-LRM X2 Module | 2 | \$1,584.70 |
| WS-X4648-RJ45V+E | Catalyst 4500 E-Series 48-Port PoE+ Ready 10/100/1000(RJ45) | 1 | \$3,972.35 |
| S45ELB-12254SG | Cisco CAT4500E IOS LAN BASE W/O CRYPTO | 1 | \$0.00 |
| WS-C4500-10G-LIC | Catalyst 4500 10G Upgrade License for LAN Base Image | 1 | \$2,120.00 |
| WS-X45-SUP6L-E | Catalyst 4500 E-Series Sup 6-E Lite, 2x10GE(X2) w/ Twin Gig | 1 | \$0.00 |
| WS-X4648-RJ45V+E | Catalyst 4500 E-Series 48-Port PoE+ Ready 10/100/1000(RJ45) | 1 | \$0.00 |
| WS-X4648-RJ45V+E | Catalyst 4500 E-Series 48-Port PoE+ Ready 10/100/1000(RJ45) | 1 | \$0.00 |
| CON-SNT-4506E96+ | SMARTNET 8X5XNBD 4506-E Chassis, Two | 1 | \$832.00 |
| | | | \$0.00 |
| <u>TR-1B</u> | | | \$0.00 |
| WS-C4506E-S6L-96V+ | 4506-E Chassis, TwoWS-X4648-RJ45V+E, Sup6L-E | 1 | \$9,540.00 |
| PWR-C45-6000ACV | Catalyst 4500 6000W AC dual input Power Supply (Data + PoE) | 1 | \$2,117.35 |
| PWR-C45-6000ACV/2 | Catalyst 4500 6000W AC dual input Power Supply (Data + PoE) | 1 | \$2,117.35 |
| CAB-L620P-C19-US | NEMA L6-20 to IEC-C19 14ft US | 2 | \$0.00 |

| Datav | lov . | System Q | uotation for 30 Days |
|--------------------|--|----------|-------------------------|
| X2-10GB-LRM | 10GBASE-LRM X2 Module | 2 | \$1,584.70 |
| WS-X4648-RJ45V+E | Catalyst 4500 E-Series 48-Port PoE+ Ready 10/100/1000(RJ45) | 1 | \$3,972.35 |
| S45ELB-12254SG | Cisco CAT4500E IOS LAN BASE W/O CRYPTO | 1 | \$0.00 |
| WS-C4500-10G-LIC | Catalyst 4500 10G Upgrade License for LAN Base Image | 1 | |
| WS-X45-SUP6L-E | Catalyst 4500 F-Series Sup 6-E Lite, 2x10GE(X2) w/ Twin Gig | 1 | \$2,120.00 \$0.00 |
| WS-X4648-RJ45V+E | The state of the s | 1 | |
| WS-X4648-RJ45V+E | Catalyst 4500 E-Series 48-Port PoE+ Ready 10/100/1000(RJ45) | | \$0.00 |
| | Catalyst 4500 E-Series 48-Port PoE+ Ready 10/100/1000(RJ45) | 1 | \$0.00 |
| CON-SNT-4506E96+ | SMARTNET 8X5XNBD 4506-E Chassis, Two | 1 | \$832.00 |
| TD 40 | | | \$0.00 |
| TR-1C | AFOO E Observing Town MOVING BULLETING OF THE | | \$0.00 |
| WS-C4506E-S6L-96V+ | 4506-E Chassis, TwoWS-X4648-RJ45V+E, Sup6L-E | 1 | \$9,540.00 |
| PWR-C45-6000ACV | Catalyst 4500 6000W AC dual input Power Supply (Data + PoE) | 1 | \$2,117.35 |
| PWR-C45-6000ACV/2 | Catalyst 4500 6000W AC dual input Power Supply (Data + PoE) | 1 | \$2,117.35 |
| CAB-L620P-C19-US | NEMA L6-20 to IEC-C19 14ft US | 2 | \$0.00 |
| X2-10GB-LRM | 10GBASE-LRM X2 Module | 2 | \$1,584.70 |
| WS-X4648-RJ45V+E | Catalyst 4500 E-Series 48-Port PoE+ Ready 10/100/1000(RJ45) | 1 | \$3,972.35 |
| WS-X4648-RJ45V+E | Catalyst 4500 E-Series 48-Port PoE+ Ready 10/100/1000(RJ45) | 1 | \$3,972.35 |
| S45ELB-12254SG | Cisco CAT4500E IOS LAN BASE W/O CRYPTO | 1 | \$0.00 |
| WS-C4500-10G-LIC | Catalyst 4500 10G Upgrade License for LAN Base Image | 1 | \$2,120.00 |
| WS-X45-SUP6L-E | Catalyst 4500 E-Series Sup 6-E Lite, 2x10GE(X2) w/ Twin Gig | 1 | \$0.00 |
| WS-X4648-RJ45V+E | Catalyst 4500 E-Series 48-Port PoE+ Ready 10/100/1000(RJ45) | 1 | \$0.00 |
| WS-X4648-RJ45V+E | Catalyst 4500 E-Series 48-Port PoE+ Ready 10/100/1000(RJ45) | 1 | \$0.00 |
| CON-SNT-4506E96+ | SMARTNET 8X5XNBD 4506-E Chassis, Two | 1 | \$832.00 |
| | | | \$0.00 |
| TR-2A | | | \$0.00 |
| WS-C4506E-S6L-96V+ | 4506-E Chassis, TwoWS-X4648-RJ45V+E, Sup6L-E | 1 | \$9,540.00 |
| PWR-C45-6000ACV | Catalyst 4500 6000W AC dual input Power Supply (Data + PoE) | 1 | \$2,117.35 |
| PWR-C45-6000ACV/2 | Catalyst 4500 6000W AC dual input Power Supply (Data + PoE) | 1 | \$2,117.35 |
| CAB-L620P-C19-US | NEMA L6-20 to IEC-C19 14ft US | 2 | \$0.00 |
| X2-10GB-LRM | 10GBASE-LRM X2 Module | 2 | \$1,584.70 |
| S45ELB-12254SG | Cisco CAT4500E IOS LAN BASE W/O CRYPTO | 1 | \$0.00 |
| WS-C4500-10G-LIC | Catalyst 4500 10G Upgrade License for LAN Base Image | . 1 | \$2,120.00 |
| WS-X45-SUP6L-E | Catalyst 4500 E-Series Sup 6-E Lite, 2x10GE(X2) w/ Twin Gig | 1 | \$0.00 |
| WS-X4648-RJ45V+E | Catalyst 4500 E-Series 48-Port PoE+ Ready 10/100/1000(RJ45) | 1 | \$0.00 |
| WS-X4648-RJ45V+E | Catalyst 4500 E-Series 48-Port PoE+ Ready 10/100/1000(RJ45) | 1 | \$0.00 |
| CON-SNT-4506E96+ | SMARTNET 8X5XNBD 4506-E Chassis, Two | 1 | \$832.00 |
| | | | \$0.00 |
| <u>TR-2B</u> | | | \$0.00 |
| WS-C4506E-S6L-96V+ | 4506-E Chassis, TwoWS-X4648-RJ45V+E, Sup6L-E | 1 | \$9,540.00 |
| PWR-C45-6000ACV | Catalyst 4500 6000W AC dual input Power Supply (Data + PoE) | 1 | \$2,117.35 |
| PWR-C45-6000ACV/2 | Catalyst 4500 6000W AC dual input Power Supply (Data + PoE) | 1 | \$2,117.35 |
| CAB-L620P-C19-US | NEMA L6-20 to IEC-C19 14ft US | 2 | \$0.00 |
| X2-10GB-LRM | 10GBASE-LRM X2 Module | 2 | \$1,584.70 |
| WS-X4648-RJ45V+E | Catalyst 4500 E-Series 48-Port PoE+ Ready 10/100/1000(RJ45) | 1 | \$3,972.35 |
| S45ELB-12254SG | Cisco CAT4500E IOS LAN BASE W/O CRYPTO | 1 | \$0.00 |
| WS-C4500-10G-LIC | Catalyst 4500 10G Upgrade License for LAN Base Image | 1 | \$2,120.00 |
| WS-X45-SUP6L-E | Catalyst 4500 E-Series Sup 6-E Lite, 2x10GE(X2) w/ Twin Gig | 1 | \$0.00 |
| WS-X4648-RJ45V+E | Catalyst 4500 E-Series 48-Port PoE+ Ready 10/100/1000(RJ45) | 1 | \$0.00 |
| WS-X4648-RJ45V+E | Catalyst 4500 E-Series 48-Port PoE+ Ready 10/100/1000(RJ45) | 1 | \$0.00 |
| CON-SNT-4506E96+ | SMARTNET 8X5XNBD 4506-E Chassis, Two | 1 | \$832.00 |
| | | | \$0.00 |
| TR-2C | | | \$0.00 |
| WS-C4506E-S6L-96V+ | 4506-E Chassis, TwoWS-X4648-RJ45V+E, Sup6L-E | 1 | \$9,540.00 |
| PWR-C45-6000ACV | Catalyst 4500 6000W AC dual input Power Supply (Data + PoE) | 1 | \$2,117.35 |
| PWR-C45-6000ACV/2 | Catalyst 4500 6000W AC dual input Power Supply (Data + PoE) | ` 1 | \$2,117.35 |
| CAB-L620P-C19-US | NEMA L6-20 to IEC-C19 14ft US | 2 | \$0.00 |
| X2-10GB-LRM | 10GBASE-LRM X2 Module | 2 | \$1,584.70 |
| WS-X4648-RJ45V+E | Catalyst 4500 E-Series 48-Port PoE+ Ready 10/100/1000(RJ45) | 1 | \$3,972.35 |
| WS-X4648-RJ45V+E | Catalyst 4500 E-Series 48-Port PoE+ Ready 10/100/1000(RJ45) | 1 | \$3,972.35 |
| WS-X4648-RJ45V+E | Catalyst 4500 E-Series 48-Port PoE+ Ready 10/100/1000(RJ45) | 1 | \$3,972.35 |
| S45ELB-12254SG | Cisco CAT4500E IOS LAN BASE W/O CRYPTO | 1 | \$0.00 |
| WS-C4500-10G-LIC | Catalyst 4500 10G Upgrade License for LAN Base Image | 1 | \$2,120.00 |
| WS-X45-SUP6L-E | Catalyst 4500 E-Series Sup 6-E Lite, 2x10GE(X2) w/ Twin Gig | 1 | \$0.00 |
| WS-X4648-RJ45V+E | Catalyst 4500 E-Series 48-Port PoE+ Ready 10/100/1000(RJ45) | 1 | \$0.00 |
| WS-X4648-RJ45V+E | Catalyst 4500 E-Series 48-Port PoE+ Ready 10/100/1000(RJ45) | 1 | \$0.00 |
| CON-SNT-4506E96+ | SMARTNET 8X5XNBD 4506-E Chassis, Two | 1 | \$832.00 |
| 3011 3111-40002001 | Similarity of our property and a control of the | ı | \$0.00 |
| <u>TR-3A</u> | | | \$0.00 |
| WS-C4506E-S6L-96V+ | 4506-E Chassis, TwoWS-X4648-RJ45V+E, Sup6L-E | 1 | \$9,540.00 |
| 0 1000 000 000 | .000 = olidosio, i litorio il litorio il lotri E, odpor E | • | 40,010.00 |

| | | • | Quotation |
|--------------------|---|-----|-----------------|
| DataVo | ny | Va | lid for 30 Days |
| PWR-C45-6000ACV | Catalyst 4500 6000W AC dual input Power Supply (Data + PoE) | 1 | \$2,117.35 |
| PWR-C45-6000ACV/2 | Catalyst 4500 6000W AC dual input Power Supply (Data + PoE) | 1 | \$2,117.35 |
| CAB-L620P-C19-US | NEMA L6-20 to IEC-C19 14ft US | 2 | \$0.00 |
| X2-10GB-LRM | 10GBASE-LRM X2 Module | 2 | \$1,584.70 |
| S45ELB-12254SG | Cisco CAT4500E IOS LAN BASE W/O CRYPTO | . 1 | \$0.00 |
| WS-C4500-10G-LIC | Catalyst 4500 10G Upgrade License for LAN Base Image | 1 | \$2,120.00 |
| WS-X45-SUP6L-E | Catalyst 4500 E-Series Sup 6-E Lite, 2x10GE(X2) w/ Twin Gig | 1 | \$0.00 |
| WS-X4648-RJ45V+E | Catalyst 4500 E-Series 48-Port PoE+ Ready 10/100/1000(RJ45) | 1 | \$0.00 |
| WS-X4648-RJ45V+E | Catalyst 4500 E-Series 48-Port PoE+ Ready 10/100/1000(RJ45) | 1 | \$0.00 |
| CON-SNT-4506E96+ | SMARTNET 8X5XNBD 4506-E Chassis, Two | 1 | \$832.00 |
| | | | \$0.00 |
| <u>TR-3B</u> | | | \$0.00 |
| WS-C4506E-S6L-96V+ | 4506-E Chassis, TwoWS-X4648-RJ45V+E, Sup6L-E | 1 | \$9,540.00 |
| PWR-C45-6000ACV | Catalyst 4500 6000W AC dual input Power Supply (Data + PoE) | 1 | \$2,117.35 |
| PWR-C45-6000ACV/2 | Catalyst 4500 6000W AC dual input Power Supply (Data + PoE) | 1 | \$2,117.35 |
| CAB-L620P-C19-US | NEMA L6-20 to IEC-C19 14ft US | 2 | \$0.00 |
| X2-10GB-LRM | 10GBASE-LRM X2 Module | 2 | \$1,584.70 |
| WS-X4648-RJ45V+E | Catalyst 4500 E-Series 48-Port PoE+ Ready 10/100/1000(RJ45) | 1 | \$3,972.35 |
| S45ELB-12254SG | Cisco CAT4500E IOS LAN BASE W/O CRYPTO | 1 | \$0.00 |
| WS-C4500-10G-LIC | Catalyst 4500 10G Upgrade License for LAN Base Image | 1 | \$2,120.00 |
| WS-X45-SUP6L-E | Catalyst 4500 E-Series Sup 6-E Lite, 2x10GE(X2) w/ Twin Gig | 1 | \$0.00 |
| WS-X4648-RJ45V+E | Catalyst 4500 E-Series 48-Port PoE+ Ready 10/100/1000(RJ45) | 1 | \$0.00 |
| WS-X4648-RJ45V+E | Catalyst 4500 E-Series 48-Port PoE+ Ready 10/100/1000(RJ45) | . 1 | \$0.00 |
| CON-SNT-4506E96+ | SMARTNET 8X5XNBD 4506-E Chassis, Two | 1 | \$832.00 |
| | | | \$0.00 |
| <u>TR-3C</u> | | | \$0.00 |
| WS-C4506E-S6L-96V+ | 4506-E Chassis, TwoWS-X4648-RJ45V+E, Sup6L-E | 1 | \$9,540.00 |
| PWR-C45-6000ACV | Catalyst 4500 6000W AC dual input Power Supply (Data + PoE) | 1 | \$2,117.35 |
| PWR-C45-6000ACV/2 | Catalyst 4500 6000W AC dual input Power Supply (Data + PoE) | 1 | \$2,117.35 |
| CAB-L620P-C19-US | NEMA L6-20 to IEC-C19 14ft US | 2 | \$0.00 |
| X2-10GB-LRM | 10GBASE-LRM X2 Module | 2 | \$1,584.70 |
| WS-X4648-RJ45V+E | Catalyst 4500 E-Series 48-Port PoE+ Ready 10/100/1000(RJ45) | 1 | \$3,972.35 |
| S45ELB-12254SG | Cisco CAT4500E IOS LAN BASE W/O CRYPTO | 1 | \$0.00 |
| WS-C4500-10G-LIC | Catalyst 4500 10G Upgrade License for LAN Base Image | 1 | \$2,120.00 |
| WS-X45-SUP6L-E | Catalyst 4500 E-Series Sup 6-E Lite, 2x10GE(X2) w/ Twin Gig | 1 | \$0.00 |
| WS-X4648-RJ45V+E | Catalyst 4500 E-Series 48-Port PoE+ Ready 10/100/1000(RJ45) | 1 | \$0.00 |
| WS-X4648-RJ45V+E | Catalyst 4500 E-Series 48-Port PoE+ Ready 10/100/1000(RJ45) | 1 | \$0.00 |
| CON-SNT-4506E96+ | SMARTNET 8X5XNBD 4506-E Chassis, Two | 1 | \$832.00 |
| | | | \$0.00 |
| 807952 | FPC MM 50 10G 2F LC LC 5M CERAMIC OFNP ZIP (2.0MM) AQUA | 18 | \$702.00 |
| 807958 | FPC MM 50 10G 2F LC SC 5M CERAMIC OFNP ZIP (2.0MM) AQUA | 18 | \$702.00 |

| | 4 <i>C</i> | ORD, CERTIFIC | CATE OF LIAB | ILITY INS | URANCE | <u> </u> | DATE (MM/DD/YYYY) 2/17/2011 | |
|---|---|--|---|--|---|--|---|--|
| Fr | | Phone: 713-627-2250 Crystal & Co of TX, West Loop S., Suite 1 | | ONLY AN HOLDER. | D CONFERS NOTHING CERTIFICA | UED AS A MATTER OF ORIGHTS UPON THE ATE DOES NOT AME | OF INFORMATION HE CERTIFICATE ND, EXTEND OR | |
| P.O. Box 27723 Houston TX 77227-7723 | | | | ALTER THE COVERAGE AFFORDED BY | | | NAIC# | |
| INS | JRED | | | | AFFORDING COV | | 19682 | |
| | | ox, Inc. | | | | Insurance Co. alty Insurance | | |
| 1 | | W. Sam Houston Pkwy S | South | INSURER C: | retora casa | arcy insurance | C 27121 | |
| 1 | | 900, 9th Floor on TX 77042 | | INSURER D: | | | | |
| | | | | INSURER E: | | | | |
| CC | VER | AGES THIS CERTIFICATE | SUPERSEDES PREVIO | USLY ISSUED (| CERTIFICATE | | | |
| NOT CER | WITH TIFI | ICIES OF INSURANCE LISTED STANDING ANY REQUIREMENT, CATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS | TERM OR CONDITION OF AMPERTAIN, THE INSURANCE | IY CONTRACT OR O AFFORDED BY THE | THER DOCUMENT POLICIES DESC | WITH RESPECT TO WH CRIBED HEREIN IS SU | ICH THIS BJECT TO ALL THE | |
| | ADD'I | | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMI | TS | |
| Α | Х | GENERAL LIABILITY | 61UUNAG7942 | 9/1/2010 | 9/1/2011 | EACH OCCURRENCE | \$1,000,000 | |
| | | X COMMERCIAL GENERAL LIABILITY | | | | PREMISES (Ea occurence) | \$300,000 | |
| | | CLAIMS MADE X OCCUR | | | | MED EXP (Any one person) | \$10,000 | |
| | | | | | | PERSONAL & ADV INJURY | \$1,000,000 | |
| | | OFFINI AGORGOATE UNIT ADDUCT DED | | | | GENERAL AGGREGATE PRODUCTS - COMP/OP AGG | \$2,000,000 | |
| | | GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO- JECT LOC | | | | PRODUCTS - COMP/OP AGG | \$2,000,000 | |
| A | х | AUTOMOBILE LIABILITY X ANY AUTO | 61UUNAG79421 | 9/1/2010 | 9/1/2011 | COMBINED SINGLE LIMIT (Ea accident) | \$1,000,000 | |
| | | ALL OWNED AUTOS SCHEDULED AUTOS | | | | BODILY INJURY (Per person) | \$ | |
| | | X HIRED AUTOS X NON-OWNED AUTOS | | | | BODILY INJURY (Per accident) | \$ | |
| | | | | | | PROPERTY DAMAGE (Per accident) | \$ | |
| | | GARAGE LIABILITY | | | | AUTO ONLY - EA ACCIDENT | \$ | |
| | | ANY AUTO | | | | OTHER THAN EA ACC | | |
| Ŀ | 1 | | 61 2000 0501 4 | 0/1/0010 | 0/1/0011 | EACH OCCURRENCE | | |
| В | X | X OCCUR CLAIMS MADE | 61RHUAG7014 | 9/1/2010 | 9/1/2011 | AGGREGATE | \$5,000,000 \$5,000,000 | |
| | | DEDUCTIBLE | | | | | \$ | |
| | | X RETENTION \$10,000 | | | | | \$ | |
| В | woi | RKERS COMPENSATION AND | 61WENW1514 | 9/1/2010 | 9/1/2011 | X WC STATU- OTH- | | |
| | | PLOYERS' LIABILITY PROPRIETOR/PARTNER/EXECUTIVE | | | | E.L. EACH ACCIDENT | \$1,000,000 | |
| 1 | OFF | ICER/MEMBER EXCLUDED? | | | | E.L. DISEASE - EA EMPLOYE | \$1,000,000 | |
| _ | SPE | s, describe under CIAL PROVISIONS below | | | | E.L. DISEASE - POLICY LIMIT | \$1,000,000 | |
| | ОТН | ER | | | | | | |
| Cer | DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS Certificate holder named as an Additional Insured in respects to all policies, except the Workers' Compensation, as required by written contract. All policies include a Waiver of Subrogation in favor of the certificate holder as required by written contract. The Primary/Non-Contributory Wording Applies to the General Liability coverage. | | | | | | | |
| Ļ | CANCELLATION | | | | | | | |
| Fort Bend County 4520 Reading Road Suite A Rosenberg TX 77471 | | | | SHOULD ANY BEFORE THE WILL ENDEA' CERTIFICAT' SHALL IMPO THE INSURE | CANCELLATION 10 Days for Non-payment SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. | | | |
| | | | | AUTHORIZED RE | PRESENTATIVE | ank Crystal #Co. | of Tenen, fac. | |
| A | ORD | 25 (2001/08) | | | | © ACORD CÓ | RPORATION 1988 | |

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.