



2000 West Sam Houston Parkway South, Houston, TX 77042

Office: 713.881.5300 Customer Service: 713.881.5353 Fax: 713.881.5330

MAINTENANCE AGREEMENT

Avaya Wholesale Maintenance Agreement

Proposal Submitted to:

Fort Bend County (14 Locations)
Buyers Name

Address

City State Zip

Kenneth Ford 281-341-4588
Contact & Telephone Number

Work to be Performed at:

CUST # FORT0001
Buyers Name

Address

City State Zip

Effective Date: 2/14/2012

Expiration Date: 2/13/2013

Contract Number : DIR-SDD-1513

Vendor Number : 176-025-1479-000

Please choose a method of invoice
*TAX EXEMPT

Annual Charge w/ 1-Year Agreement:
\$129,091.11

** Agreement covers the following Sold To's:

- 2920093 3643891 5010917 5128375
- 2920113 4137767 5081077 5110563
- 2920150 4491818 5085977 5138289
- 3643876 5007857

Contract Maintenance

Please Note: Contracts may take a couple of weeks from the day of signing to be accepted by Avaya due to unforeseen delays like connectivity issues, recertifications of each site, etc...

Please Refer to Addendum A for List of Sites and Parts covered.

Please Refer to Addendum B for general exclusions to the Agreement.

This comprehensive maintenance contract covers the failure of equipment, as per the attached terms and conditions, except for equipment damaged by misuse or acts of God. By signing below, customer agrees to and understands the terms and conditions. An invoice for the agreed price plus applicable sales tax will be forwarded.

Brian M. Deats
Datavox, Inc. Representative

Datavox Approval

04/17/12
Date Approved

Fort Bend County (14 Locations)
Accepted By (Company Name)

Robert E. Hebert, Fort Bend County Judge

4-24-2012
Date Approved

4-26-12 copy received

Addendum B to the County of Fort Bend

This **Addendum B** entered into by and between **Fort Bend County** and **DataVox, Inc.** (DataVox) outlines the provisions by which each party agrees to accept once the Addendum has been executed by both parties.

1-Sites Covered under this Agreement

The following sites are to have their switches and voice mails covered under an Avaya Wholesale Maintenance Agreement and Avaya's Terms and Conditions:

- Agriculture – 3643891
- Courthouse – 2920093
- Emergency Management – 2920113 (Switch)
- Emily Court – 5085977
- Engineering – 4491818
- Juvenile – 5007857
- Morton St. - 5128375
- Precinct 1 – 5081077
- Precinct 3 - 5138289
- Precinct 4 – 5010917
- Road & Bridge - Beechnut – 4137767
- Road & Bridge – Payne – 2920150 (Switch and Voice Mail)
- Rosenberg Annex Building – 3643876 (Switch and Voice Mail)
- Tax Office - 5110563

2-Items Excluded from Coverage

The Avaya Wholesale Maintenance Agreement covers the **Switches and Voicemails only unless otherwise noted**, which includes cabinets, carriers, circuit packs, gateways and power supplies, servers and excludes all other adjunct items including but not limited to the following parts:

- CSU/DSU's
- IP, Analog and Digital Phones
- All Data equipment
- All paging equipment including all Horns, Speakers and Amps

Please Note: Any Material Code that has EXT SUP as part of the Product Description means that Avaya considers this product "Extended Support Services"; meaning that this product is end of support and will be replaced or repaired by Avaya under a "best effort" basis.

Avaya may discontinue or limit the scope of services for Supported Products that Avaya or a third party manufacturer has declared “end of life,” “end of service,” “end of support,” “manufacture discontinue” or similar designation (“End of Support”) effective as of the effective date of the manufacturer’s End of Support notice. Following the effective date, Avaya services for manufacturer End of Support Products will be under the terms of “Extended Services Support.”

Extended Services Support will continue to provide the same Full Coverage Maintenance Services described in this document, with the following exceptions. At the end of manufacturer support, Tier IV R&D product developer support and going-forward maintenance Updates (e.g., Product Change Notices (“PCN’s”), “bug fixes,” interoperability/usability solutions) are no longer provided by the manufacturer. Therefore, certain complex faults or functionality issues may not be resolvable without the Customer upgrading the system to a version currently supported by the manufacturer at the customer’s expense.

In addition, as replacement parts are manufacture discontinued, some products or components may become increasingly scarce or require replacement with substitute parts. This may result in delays in response or repair intervals, may require upgrades to other components or the entire product itself replaced with manufacturer supported technology at customer’s expense in order to ensure compatibility and preserve Supported Product functionality. As a result of these affects, Service Level Agreements will no longer apply.

An Example of this Material Code and Product Description is below:

189985 1 DEFINITY G3si v8 EXT SUP

3-Service Packs, Software Fixes, and Support

All Fort Bend Sites that are covered under this Avaya Wholesale Maintenance Agreement that are not within the latest Major Software Releases are subject to being billed for any work done if determined by Avaya that a Software Upgrade or Service Pack is needed to fix a the current Service, Software or Bug issue. The Avaya Wholesale Maintenance Agreement does NOT cover the software upgrade unless the site has SSU and it will be the Fort Bend County responsibility to pay for an upgrade before the service call can be completed. It is suggested that each site upgrade to the latest Major Release and maintain the latest Minor and Major releases as time progresses to ensure all products are covered and replaceable in a timely manner. Service will be potentially denied or billed if not on the latest release.

4-DataVox Additional Support

In addition to the Avaya Wholesale Maintenance Agreement DataVox would also like to compliment this offer with 20 Free Hours of Additional Support that will allow Fort Bend County to use our services for any daily service work or any MAC’s (Move, Adds, Changes) within in a calendar year. These hours do not rollover but can be used at any time during normal business hours and any additional hours used over the initial 20 will be billable at our normal rate unless another Block of Pre Paid Support Hours is purchased.

Fort Bend County
Accepted By (Company Name)

Robert E. Hebert

Robert E. Hebert, Fort Bend County Judge

Printed & Title of Company Representative

4-24-2012
Date Approved

Brian M. Deats Sales Manager
Datavox, Inc. Representative



Datavox Approval

4/17/2012
Date Approved



Addendum A - Fort Bend - Ag Center

Material Codes	Qty	Product Descriptions
165558	1	CENTREVO IP AGENT 3 FREE
110245	1	DEF DCS NTRKNG/1ST 100PTS
108366	3	DEF DCS NTRKNG RTU ADDL 100PTS
108304759	3	DEF ISDN PRI 100PT-501PT
108304726	1	DEF ISDN RTU PRIMARY RATE 100 TO 500PT
106834	1	DEF BCS SFTW PT SENSITIVE 101-500
108548975	1	DEF SFTW BASIC R8SI RTU
102935	2	CSU MODULE 120A4
108551755	1	CP TN793B ANLG 24PT
700059652	3	CP TN2224CP DGTL LN 24PT
103002	1	DEF TERM ENTPRS MGMT 715BCS WH
105827	2	SWRM 110AC ADMIN
102939	1	SWRM SNEAK FUSE
102919	1	CP ANALOG LINE 16PT TN746B
107784019	1	CP TONE CLOCK TN2182B
108826884	2	CP TN464GP DS1 INTF 24/32
106405616	1	CP TN763D AUX TRUNK INTF
106459	1	DEF PRLX CSI CAB
171001	1	PROLOGIX CMC PPN MODEL
179235	164	TDM ports (switch only coverage)
184748	0	Administered IP Ports - Basic Support
179449	0	Survivable Remote Processor (SRP)
179450	0	Local Survivable Processor (LSP)
179451	0	WAN Spare Processor (WSP)
179455	0	Callmaster Terminals (administered)
179456	1	IP Agent
189977	1	DEFINITY G3csi V9 EXT SUP



Addendum A - Fort Bend County - Annex Building

Material Codes	Qty	Product Descriptions
108739566	1	CP CNTRL LAN BOARD TN799C
114648	1	DEF CC R8 BASIC 12AGT
176586	20	ADD SSP R9-R10 SFTW LIC 1 PT
108548975	2	DEF SFTW BASIC R8SI RTU
108304759	6	DEF ISDN PRI 100PT-501PT
176586	20	ADD SSP R9-R10 SFTW LIC 1 PT
182021	20	ADD NTKG FEATURES R9-CM1 1PT
182020	20	ADD ENHD FEATURES R9-CM1 1 PT
118051	1	DEF R8 LIC COPY DSA R1.5
106834	6	DEF BCS SFTW PT SENSITIVE 101-500
108366	6	DEF DCS NTKG RTU ADDL 100PTS
108304726	2	DEF ISDN RTU PRIMARY RATE 100 TO 500PT
175235	48	DCS SFTW LIC 1PT
175146	48	CM ADV SSP SFTW LIC 1 PT
110245	2	DEF DCS NTKG/1ST 100PTS
175247	24	ISDN-PRI SFTW LIC 1PT
106405616	1	CP TN763D AUX TRUNK INTF
102930	4	CP DS1/DMI TRNK UPG TN767E SX
102065	2	DEF G3 ATTD CNSL 302B1 BLK
103557435	1	CP TN790 PROC
103002	1	DEF TERM ENTPRS MGMT 715BCS WH
102930	1	CP DS1/DMI TRNK UPG TN767E SX
108276148	5	CP TN2224B DGTL LN 24PT
103557476	1	CP NTKW CNTL TN794
108276148	1	CP TN2224B DGTL LN 24PT
107214702	1	CP DS1 INTF TN464F
102909	1	DIGITAL LINE CIRCUIT CARD TN754C
102927	1	CP PKG PROC INTF TN765
107797615	2	DEF G3 26B1B DIR EXT SEL BLK TELSET
103002	1	DEF TERM ENTPRS MGMT 715BCS WH
102919	1	CP ANALOG LINE 16PT TN746B
102907	3	CP ANLG LN TN742 8PT
108276148	5	CP TN2224B DGTL LN 24PT
107214702	1	CP DS1 INTF TN464F
119912	1	DEF MAINT CP DGTL 2 WIRE TN2224
106945	1	DEF BCS ESCC PPN MDL R6SI
108551755	2	CP TN793B ANLG 24PT
102935	2	CSU MODULE 120A4
107784019	1	CP TONE CLOCK TN2182B
106945	1	DEF BCS ESCC PPN MDL R6SI
108090853	1	INT AUD CUST RTU CALL PRY SA8056 LIC:DS
107732	1	INT AUD M5/M40P UNIX AND UNIXWARE
103268	1	INT AUD IVC6 BOARD
179235	580	TDM ports (switch only coverage)
184748	0	Administered IP Ports - Basic Support

179449	0	Survivable Remote Processor (SRP)
179450	0	Local Survivable Processor (LSP)
179451	0	WAN Spare Processor (WSP)
179455	0	Callmaster Terminals (administered)
179456	0	IP Agent
189985	1	DEFINITY G3si v8 EXT SUP
190042	1	INTUITY MAP40 v5 or 5.1
179504	1037	INTUITY M40,100. OCT 200-350, MM admin mailboxes grp 7
179520	0	RAID STORAGE

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Addendum A - Fort Bend County - Courthouse

Material Codes	Qty	Product Descriptions
180439	1	R9 & PRIOR TO CM2 S8700 MC MIG SFTW LIC
700306921	2	CM2.0.1 LINUX UNITY SFTW CD W/RTU
180876	1	S8700 CM2 MEDIA SERVERS
108739566	1	CP CNTRL LAN BOARD TN799C
700293673	2	S8700 SERVER FOR ACM 2.0 AND HIGHER
700260359	1	CP TN2312BP IP SRVR INTERFACE
179086	1	IPSI2 CP TN2312BP
170663	2	LINUX MEDIA SERVER MODEM
108774696	1	CP TN2302AP IP MEDIA PROC
182014	204	CM2 TDM TRUNK PORT SFTW LIC-TRKG
182012	168	CM2 TRUNK PORT SFTW LIC
182010	1	CM2 ENTERPRISE EDITION SFTW PKG TRKG
118051	1	DEF R8 LIC COPY DSA R1.5
106940364	2	ALTERNATE ROUTE SELECT UPG-RTU
106689516	1	CP FAC TEST BOARD TN771D
103557112	1	CP POOLED MDM TN758 2PT
106706948	1	CP TN2181 DGTL LINE 16PT
102909	13	DIGITAL LINE CIRCUIT CARD TN754C
108865775	1	CP TN775D MAINTENANCE TEST
700059652	20	CP TN2224CP DGTL LN 24PT
103557468	2	CP TN793 ANLG LN 24PT
117610	3	CP UPGD TONE DETECTOR
105691158	1	CP CFY1B CURRENT LIMITER
106405616	1	CP TN763D AUX TRUNK INTF
108772583	1	CP TN2501AP VCE ANCMT
154010	1	S75 MED-G3I386 CARR
154015	1	G3IV2/V3SIV4 MCC 386
102907	9	CP ANLG LN TN742 8PT
107998	1	PKG1 PPN TO EPN CONVERSION
102919	6	CP ANALOG LINE 16PT TN746B
108826884	25	CP TN464GP DS1 INTF 24/32
193912	1	INTGR MGMT WIN CLNT LIC
189955	1	Avaya S87XX Media Server Communication Manager v2
179235	1470	TDM ports (switch only coverage)
184748	47	Administered IP Ports - Basic Support
179449	0	Survivable Remote Processor (SRP)
179450	0	Local Survivable Processor (LSP)
179451	0	WAN Spare Processor (WSP)
179455	0	Callmaster Terminals (administered)
179456	0	IP Agent



Addendum A - Fort Bend County - Emily Court

Material Codes	Qty	Product Descriptions
700397482	2	AVAYA X330 STK RHS
194701	1	100 USER CMEE BUNDLE S8300/S8400 SRVRS
185603	1	CM3 S8300 W/G700 SFTW LIC
700394661	1	MM711 ANLG MEDIA MODULE RHS
700394711	3	MM717 24 PORT DCP MEDIA MODULE RHS
700394737	1	MM710 E1/T1 MEDIA MODULE RHS
700394810	1	S8300B SERVER CM2.2 AND HIGHER RHS
700394984	2	G700 R4 AC/DC MEDIA GATEWAY RHS
187730	1	SFTW ENTITLEMENTS LIC
700405020	1	USB MODEM V.92 56K RHS
700012909	2	24 PORT LINE PATCH PANEL
193911	1	INTGR MGMT STD MGMT CLNT LIC
118148	5	DEF IP SFTPHN 30 USR RTU
700427081	1	UPS LINE INTERACT RK MT 1000VA 120V
189968	1	Avaya S8300 Media Server Communication Manager v3
179235	104	TDM ports (switch only coverage)
184748	0	Administered IP Ports - Basic Support
179449	0	Survivable Remote Processor (SRP)
179450	0	Local Survivable Processor (LSP)
179451	0	WAN Spare Processor (WSP)
179455	0	Callmaster Terminals (administered)
179456	0	IP Agent



Addendum A - Fort Bend - Engineering

Material Codes	Qty	Product Descriptions
165558	1	CENTREVU IP AGENT 3 FREE
108366	1	DEF DCS NTWKG RTU ADDL 100PTS
108304759	1	DEF ISDN PRI 100PT-501PT
108304726	1	DEF ISDN RTU PRIMARY RATE 100 TO 500PT
108740754	1	DEF PRLX RTU BASIC SYS R9
106833	1	DEF SFTW R6CSI SYS 101 TO 500PTS
119912	1	DEF MAINT CP DGTL 2 WIRE TN2224
700059652	1	CP TN2224CP DGTL LN 24PT
108551755	1	CP TN793B ANLG 24PT
171001	1	PROLOGIX CMC PPN MODEL
107784019	1	CP TONE CLOCK TN2182B
108826884	1	CP TN464GP DS1 INTF 24/32
102930	1	CP DS1/DMI TRNK UPG TN767E SX
108745001	1	DEF PKG CABINET PEC-6311-69D
179235	144	TDM ports (switch only coverage)
184748	0	Administered IP Ports - Basic Support
179449	0	Survivable Remote Processor (SRP)
179450	0	Local Survivable Processor (LSP)
179451	0	WAN Spare Processor (WSP)
179455	0	Callmaster Terminals (administered)
179456	1	IP Agent
189977	1	DEFINITY G3csi V9 EXT SUP



Addendum A - Fort Bend - Juvenile

Material Codes	Qty	Product Descriptions
700287964	1	CM2.0 LINUX UNITY SFTW CD W/RTU
182004	1	CM2 S8500 SFTW LIC
182009	44	CM2 ENTPRS ED PER USER SFTW LIC TO 1000
700246671	1	G650 AC/DC PWR SUPPLY 655A
700262629	1	S8500 SERVER AC PWR
179086	2	IPSI2 CP TN2312BP
700277551	1	SERIAL MODEM
700259724	1	G650 MEDIA GATEWAY
700260359	1	CP TN2312BP IP SRVR INTERFACE
170663	1	LINUX MEDIA SERVER MODEM
182008	100	CM2 ENTERPRISE INTRO PER USER SFTW LIC
182012	57	CM2 TRUNK PORT SFTW LIC
102935	1	CSU MODULE 120A4
700290430	1	COMPACT FLASHCARD 128MB
106405616	1	CP TN763D AUX TRUNK INTF
108660390	1	DEF DATA UNIT 120A4 CSU MOD
102935	1	CSU MODULE 120A4
108660390	1	DEF DATA UNIT 120A4 CSU MOD
700059652	1	CP TN2224CP DGTL LN 24PT
105631527	2	CP AHF110 BUS TERMINATOR
151420	2	CP INTF DS1 TN464GP
108826884	2	CP TN464GP DS1 INTF 24/32
108551755	1	CP TN793B ANLG 24PT
105167266	1	CP TN747B CNTRL OFC TRNK INTF
700059652	4	CP TN2224CP DGTL LN 24PT
182106	1	INTGR MGMT 2.0 ENTPRS 1 CM SYS
700290273	1	S9RM MODEL 1000VA 120V W/SNMP
189956	1	AVAYA S8500 MED V2
179235	252	TDM ports (switch only coverage)
184748	0	Administered IP Ports - Basic Support
179449	0	Survivable Remote Processor (SRP)
179450	0	Local Survivable Processor (LSP)
179451	0	WAN Spare Processor (WSP)
179455	0	Callmaster Terminals (administered)
179456	0	IP Agent



Addendum A - Fort Bend County - Morton Street

Material Codes	Qty	Product Descriptions
700469273	1	G430 MEDIA GATEWAY
700466634	1	MM710B E1/T1 MEDIA MODULE - NON GSA
700466618	1	MM714B ANLG 4+4 MEDIA MOD - NON GSA
700394711	1	MM717 24 PORT DCP MEDIA MODULE RHS
700460538	1	EM200 BRANCH EXPANSION UNIT
700464506	1	USB MODEM USR5637-OEM 56K ROHS 6
700466006	1	S8300C SERVER - NON GSA
700012909	1	24 PORT LINE PATCH PANEL
700465503	1	9130 BDM FOR 700-1500VA RCK MNT 120V
700465289	1	PW9130 1000 120V RACK W /SNMP CARD
700434798	1	UPS ENVIRONMENTAL PROBE
212701	1	S8300 MEDIA SVR CM V5.0
202845	56	TDM ports (switch only coverage) H01
202848	11	Administered IP ports - Basic Support H01
179449	0	Survivable Remote Processor (SRP)
179450	0	Local Survivable Processor (LSP)
179451	0	WAN Spare Processor (WSP)
179455	0	Callmaster Terminals (administered)
179456	0	IP Agent



Addendum A - Fort Bend County - OEM

Material Codes	Qty	Product Descriptions
700459472	1	80 CHANNEL DAUGHTERBOARD
700463532	1	S8300D SERVER - NON GSA
700466634	1	MM710B E1/T1 MEDIA MODULE - NON GSA
700466642	1	MM716 ANLG MEDIA MOD 24FXS - NON GSA
700476393	1	G430 MEDIA GATEWAY NON-GSA
184748	100	Administered IP Ports - Basic Support
700480643	10	BUTTON MOD 12B
202845	48	TDM ports (switch only) H01
228871	1	UTILITY MAINT AURA S88XX SRVR V6.X

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Addendum A - Fort Bend County - Precinct 1

Material Codes	Qty	Product Descriptions
194700	1	50 USER CMEE BUNDLE S8300/S8400 SRVRS
185629	1	CM3 S8300 W/G350 SFTW LIC
170900	1	MM710 T1/TE MEDIA MODULE
700280092	1	AVAYA MM312 24 PORT DCP ASSY
700397078	1	G350 MEDIA GATEWAY VINTAGE D.1 RHS
700394810	1	S8300B SERVER CM2.2 AND HIGHER RHS
170899	1	MM711 ANALOG MEDIA MODULE
700302433	2	MM717 24PT DCP MMOD
193911	1	INTGR MGMT STD MGMT CLNT LIC
189968	1	Avaya S8300 Media Server Communication Manager v3
179235	107	TDM ports (switch only coverage)
184748	0	Administered IP Ports - Basic Support
179449	0	Survivable Remote Processor (SRP)
179450	0	Local Survivable Processor (LSP)
179451	0	WAN Spare Processor (WSP)
179455	0	Callmaster Terminals (administered)
179456	0	IP Agent



Addendum A - Fort Bend County - Precinct 3

Material Codes	Qty	Product Descriptions
165397	8	IP TRUNK LICENSE 1 PORT
700463532	1	S8300D SERVER - NON GSA
700407802	1	G450 MP80 W/POWER SUPPLY
700466626	1	MM711 ANLG MEDIA MODULE - NON GSA
214623	1	OSPC RFA ACTIVATION CODE NEW INSTALL
214372	2	OSPC CLIENT NEW USER LIC
405891698	1	PAGING UPAM KIT
212701	1	S8300 MEDIA SVR CM V5.0
202845	32	TDM ports (switch only coverage) H01
202848	104	Administered IP ports - Basic Support H01
179449	0	Survivable Remote Processor (SRP)
179450	0	Local Survivable Processor (LSP)
179451	0	WAN Spare Processor (WSP)
179455	0	Callmaster Terminals (administered)
179456	0	IP Agent

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Addendum A - Fort Bend County - Precinct 4

Material Codes	Qty	Product Descriptions
182004	1	CM2 S8500 SFTW LIC
700287964	1	CM2.0 LINUX UNITY SFTW CD W/RTU
151423	1	CP C-LAN INTF TN799
170663	1	LINUX MEDIA SERVER MODEM
179086	2	IPS12 CP TN2312BP
179886	1	S8500 MEDIA SERVER
108774696	1	CP TN2302AP IP MEDIA PROC
700246671	1	G650 AC/DC PWR SUPPLY 655A
700259724	1	G650 MEDIA GATEWAY
700260359	1	CP TN2312BP IP SRVR INTERFACE
700262629	1	S8500 SERVER AC PWR
700277551	1	SERIAL MODEM
182008	100	CM2 ENTERPRISE INTRO PER USER SFTW LIC
182012	51	CM2 TRUNK PORT SFTW LIC
102935	2	CSU MODULE 120A4
105631527	2	CP AHF110 BUS TERMINATOR
106405616	1	CP TN763D AUX TRUNK INTF
108551755	1	CP TN793B ANLG 24PT
108660390	2	DEF DATA UNIT 120A4 CSU MOD
108716176	1	DEF ATTN CNSL 2-WIRE GRY 302D1-A
108826884	3	CP TN464GP DS1 INTF 24/32
108829581	1	DEF DSS GRY 26C1-B-323
700059652	3	CP TN2224CP DGTL LN 24PT
700290430	1	COMPACT FLASHCARD 128MB
182106	1	INTGR MGMT 2.0 ENTPRS 1 CM SYS
101683	4	MOH SYS MESSENGER DIG DECK W/DIG-CHIP
700290273	1	S9RM MODEL 1000VA 120V W/SNMP
189956	1	AVAYA S8500 MED V2
179235	172	TDM ports (switch only coverage)
184748	0	Administered IP Ports - Basic Support
179449	0	Survivable Remote Processor (SRP)
179450	0	Local Survivable Processor (LSP)
179451	0	WAN Spare Processor (WSP)
179455	0	Callmaster Terminals (administered)
179456	0	IP Agent



Addendum A - Fort Bend - Road & Bridge

Material Codes	Qty	Product Descriptions
407633999	1	SPORTSTER MDM 33.6 KBPS EXTL
108366	1	DEF DCS NTKWG RTU ADDL 100PTS
106458	1	DEF SFTW R6CSI SYS 1ST 100PT
110245	1	DEF DCS NTKWRNG/1ST 100PTS
106833	1	DEF SFTW R6CSI SYS 101 TO 500PTS
108304726	1	DEF ISDN RTU PRIMARY RATE 100 TO 500PT
108304759	1	DEF ISDN PRI 100PT-501PT
102919	1	CP ANALOG LINE 16PT TN746B
102930	2	CP DS1/DMI TRNK UPG TN767E SX
105827	2	SWRM 110AC ADMIN
102939	1	SWRM SNEAK FUSE
102935	2	CSU MODULE 120A4
103002	1	DEF TERM ENTPRS MGMT 715BCS WH
106405616	1	CP TN763D AUX TRUNK INTF
119912	2	DEF MAINT CP DGTL 2 WIRE TN2224
103557518	1	CP-TN798
102908	1	CP HYBRID LN INTF TN762B
102910	1	CP CNTRL OFC TRNK INTF TN747B
106459	1	DEF PRLX CSI CAB
601817422	1	FLASH CARD 4MB
100640	1	INT AUD RTU SFTW CRTG LIC:DS
105588	1	INT AUD SW INTG PKG 1
105451	1	INT AUD M5 PRLX 4X60
179235	132	TDM ports (switch only coverage)
184748	0	Administered IP Ports - Basic Support
179449	0	Survivable Remote Processor (SRP)
179450	0	Local Survivable Processor (LSP)
179451	0	WAN Spare Processor (WSP)
179455	0	Callmaster Terminals (administered)
179456	0	IP Agent
189974	1	DEFINITY G3csi v6 EXT SUP
190038	1	INTUITY MAP5 v4.3 or 4.4
179508	70	INTUITY M5. DEF AUDIX, M-Mail (minimum 70) admin mailboxes grp 1
179520	0	RAID STORAGE



Addendum A - Fort Bend - R&B Beechnut

Material Codes	Qty	Product Descriptions
102587	1	MER CNTL UNIT 410 14PT
700397078	1	G350 MEDIA GATEWAY VINTAGE D.1 RHS
700394711	1	MM717 24 PORT DCP MEDIA MODULE RHS
700407810	1	S8300C SERVER
700394661	1	MM711 ANLG MEDIA MODULE RHS
700439250	1	MM710B E1/T1 MEDIA MODULE
194384	1	UPS ONLINE 1500VA W/SNMP/RAIL, 120V
408357077	1	PWR BYP DIST MOD 120V 700-1500VA
202845	59	TDM ports (switch only coverage) H01
202848	6	Administered IP ports - Basic Support H01
179449	0	Survivable Remote Processor (SRP)
179450	0	Local Survivable Processor (LSP)
179451	0	WAN Spare Processor (WSP)
179455	0	Callmaster Terminals (administered)
179456	0	IP Agent

x _____



Addendum A - Fort Bend County - Tax Office

Material Codes	Qty	Product Descriptions
700407810	1	S8300C SERVER
700407802	1	G450 MP80 W/POWER SUPPLY
700394711	3	MM717 24 PORT DCP MEDIA MODULE RHS
700394661	1	MM711 ANLG MEDIA MODULE RHS
700439250	1	MM710B E1/T1 MEDIA MODULE
212701	1	S8300 MEDIA SVR CM V5.0
202845	136	TDM ports (switch only coverage) H01
202848	0	Administered IP ports - Basic Support H01
179449	0	Survivable Remote Processor (SRP)
179450	0	Local Survivable Processor (LSP)
179451	0	WAN Spare Processor (WSP)
179455	0	Callmaster Terminals (administered)
179456	0	IP Agent

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DataVox Service & Support

AVAILABLE SERVICE OPTIONS FROM DATAVOX AND AVAYA



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DATAVOX PROFILE

DataVox Quick Look

- Engineering-based firm focused on Data Networking & IP telephony
- Occupy 26,000 square foot Technology Center
- 130 Employees
- 24/7 Customer Care Center
- 6000+ Clients
- 65+ DataVox Service Vehicles
- Avaya Platinum Partner

DataVox Certifications

- 5 Avaya Certified Experts (ACE)
- 17 Avaya Certified Specialists (ACS)
- 27 Avaya Certified Associates (ACA)
- 4 Microsoft Certified Systems Engineers (MCSE)
- 3 Microsoft Certified Specialized Professionals (MCSP)

About DataVox Services

For customers with limited technical resources who are unable to manage their Avaya system, or for customers needing specialized engineering support, the experts at DataVox are offered on an as-needed basis or under contract for ongoing Avaya service requirements. Project services defined by a scope of work are also available and include a designated project manager and may include end-user training services.

DataVox is Houston's premier Avaya Platinum Partner. Established in 1988, DataVox is a full-service, engineering-based Telecommunications Company, specializing in business communication systems, system integration, computer telephony software development, IP telephony, data networking and unparalleled customer service achieved through innovative team concepts. Founded by Ross Ferguson and his three sons, Steve, Alan and Neil, DataVox built its business first and foremost by providing the customer cutting edge solutions based on real-world needs that could only be solved by custom design.

A 24x7x4 Service Level Agreement with the DataVox Customer Care Center is extended to all of our project and contract labor customers.

That's a response time of 4 hours or less, 24 hours a day, 7 days a week.

AVAYA SERVICES FROM DATAVOX

How to Request Service from DataVox

Here's how the Technical Support Process Works at DataVox:

1. **During Business Hours** (8:00 am to 5:00 pm M-F)
For emergency or routine service, call 713-881-5353.
Non-emergency issues may also be emailed to customerservice@DataVox.net.

Outside of Normal Business Hours

Call 713-881-5353.

For After Hours Support Press 1, leave Company Name, Contact Name, Phone Number where you can be reached and the nature of your problem.

For Routine Service to be handled on the next business day, press 2 and leave a detailed message.

DO NOT CALL ENGINEERS OR TECHNICIANS DIRECTLY.

We'll be better able to serve all of our customers by having each call setup properly, logged and managed through our customer management systems.

2. Our team will field the call with a few simple questions to setup the case and insure that the urgency and type of problem is accurately assessed. Customer **MUST** provide a contact phone number and email address for our technical staff to work with.
3. Our response times for **follow up and assessment** are defined in the appropriate agreement.
4. Final **resolution** may take considerably longer depending on circumstances and availability of required hardware or other services.
5. Once resolution is achieved, the case will be closed and a billing statement prepared and sent to you.
6. For Block Time customers, your contract will be debited the proper number of hours.
7. Once you have exhausted a contract, standard rates will be billed until a new contract is in place.

To Open a Support Case

Call 713-881-5353
or request non-emergency
service via email
customerservice@DataVox.net

At DataVox, we want to build long term relationships with all of our customers. Technical support is one more way that we bring value, service and increased productivity to our valued customers.

DATAVOX SERVICES PRICING

DataVox provides service in the following ways:

- Time and Material Services
- Prepaid Hourly Services

Time and Material Services (No formal service agreement is in place.)

Service rates are as follows:

	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	\$165 / hr.	\$247.50 / hr.	\$330 / hr.	\$330 / hr.
ONSITE BILL RATE	(2 hr. minimum) 1 hr. increments + ½ hr. trip charge	(3 hr. minimum) 1 hr. increments + ½ hr. trip charge	(4 hr. minimum) 1 hr. increments + ½ hr. trip charge	(8 hr. minimum) 1 hr. increments + ½ hr. trip charge
REMOTE BILL RATE	(1 hr. minimum) ½ hr. increments	(2 hr. minimum) ½ hr. increments	(4 hr. minimum) 1 hr. increments	(8 hr. minimum) 1 hr. increments

Prepaid Hourly Services

- Pre-paid hourly service plan – A block of hours is purchased and paid for in advance. Blocks of 10 to 100+ hours may be purchased. These hours can be used for onsite or remote problem resolution, engineering support, AMCs, consulting and training as needed. Pre-paid hours are effective for one year from the date of purchase.
- Pre-paid Hourly Service rates are as follows:

	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 (10 HRS.)	\$160 / hr.	1½ hr. / hr. worked*	2 hr. / hr. worked*	2 hr. / hr. worked*
HOURLY RATE (50 HRS.)	\$150 / hr.	1½ hr. / hr. worked*	2 hr. / hr. worked*	2 hr. / hr. worked*
HOURLY RATE (100 HRS.)	\$140 / 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

* 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.

DataVox Service Level Agreement

A 24x7x4 Service Level Agreement with the DataVox Customer Care Center is extended to all of our project and contract labor customers.

	DESCRIPTION	RESPONSE TIME
HIGH PRIORITY	System Down	4 hours or less, 24 Hours x 7 Days
MEDIUM PRIORITY	System operational, significant impact to business	Next Business Day or less, 24 Hours x 7 Days
LOW PRIORITY	System fully functional, little to no impact to business	Next Business Day or less, M-F 8 a.m. to 5 p.m. (CST) Excluding Holidays
ADDS, MOVES, & CHANGES	Minor adds, moves or changes to the system	5 Business Days or less, M-F 8 a.m. to 5 p.m. (CST) Excluding Holidays

MAINTENANCE CONTRACT OFFERS FOR AVAYA CUSTOMERS

DataVox has three Maintenance Agreement offers for their Avaya Customers. We offer direct Avaya Maintenance, Wholesale Maintenance and also DataVox PSS Maintenance Contract. Each of these offerings is designed to allow the customer to choose which service fits their needs the best, so please consult with your sales representative for further details on the options.

Customers with a service agreement are entitled to the same level of support during the Warranty period provided by their service agreement. For example, if the customer has a Remote Only maintenance agreement, they will receive Remote Only support during their Warranty period and replacement of defective parts only per the Avaya warranty. Any on-site support is billable. Remote Plus Parts will afford them the same coverage and on-site support is billable. Full coverage will provide full coverage support during the warranty period which includes on-site service (labor) and parts replacement.

Warranty and Maintenance support will include the following services where “applicable” to the customer’s product and services agreement:

- 24/7 Monitoring/Alarming (product specific)
- EXPERT Systems SM (product specific)
- Maintenance Software Permissions (MSP’s)
- Preventive Maintenance
- Out of Hours Support for 24/7 or DataVox Support customers
- On-Site Service – if selected
- Priority Service Over Per Incident
- Advance Parts Replacement

How to Request Service under a Maintenance Contract

For Customers who have an Avaya or Wholesale Maintenance Contract you can open a trouble ticket, online at <http://support.avaya.com>, or by calling Avaya at (800) 242-2121.

For Customers who have a DataVox PSS Maintenance Contract, please refer to page 2 on how to place a service ticket.

Benefits to Maintenance Contracts include:

- Registered access to Avaya.com for online tools and technical assistance
- Access to the Avaya Technical Service Center 24x7x365
 - **Expert assistance**
To complement your in-house resources, Avaya TSC employs a highly skilled staff that offers you years of experience.
 - **Faster resolution**
Avaya TSC provides constant measurement of customer satisfaction and time-to-resolution tracking.
 - **A high level of knowledge**
Avaya TSC offers expertise in numerous networking environments (voice, video, and data communications) and technologies (Avaya IP telephony, LAN switching, and wireless).
 - **Worldwide availability**
24 hours a day, 365 days a year in multiple languages—by e-mail or telephone, Avaya support is there when you need it.
- Avaya PCN Software updates
- Advance Replacement of failed hardware based on your service level agreement

About Avaya EXPERT Systems SM

Avaya EXPERT Systems SM work to identify and prevent problems before they occur, minimize their impact if they happen, and identify ways to keep them from taking place again. EXPERT Systems also proactively manage systems – for example, checking the capacity on trunks and processors.

Avaya EXPERT Systems are part of one of the most comprehensive maintenance agreements in the industry, delivering 24/7 support, unlimited calls to the Avaya HelpLine, replacement parts and much more. The Avaya Global Services Maintenance Agreement is designed to give you the priority response you need and also save you money.

Benefits of Avaya EXPERT Systems SM

- With the support of the patented Avaya EXPERT Systems technology, 96% of alarms on Avaya DEFINITY Systems and later releases of Avaya telephony software are resolved remotely – in many cases eliminating the business impact of system outages and saving AVAYA customers millions of dollars.
- Avaya EXPERT Systems are available 24/7/365. Whenever EXPERT Systems are alerted to the existence of a problem, they go to work right away usually within 90 seconds, at any time of day or night.
- Avaya EXPERT Systems are patented “rule based” systems – no one in the industry has them – that rely on a constantly updated database of 30,000 Artificial Intelligence Algorithms (AIAs) and system tools.
- In the few instances when a problems cannot be resolved remotely, a technician will be dispatched to the site equipped with the information and parts (if necessary) to resolve the problem quickly. Avaya calls this “intelligent dispatch.” When a technician arrives on site prepared, the time required to resolve the problem is significantly reduced.

PREPAID HOURLY SERVICES PURCHASE AGREEMENT

PREPAID HOURLY SERVICE POLICY

This program has been developed for the purpose of providing Customers with lower cost hourly professional services and higher service levels based on a yearly prepaid commitment.

CUSTOMER COMMITMENT

Customer agrees to purchase a pre-paid block of 20 hours of Professional Services at \$0.00 /hr (Monday-Friday 8am to 5pm CST) to be used for the period of 12 months. Professional Service hours will be applied towards all DataVox activities related to supporting the customer.

Additional hours incurred over and above 20 hours will be billed at the Time and Material rates. Additional hours incurred will be billed as incurred. Unused hours at the end of the 12 month contract do not roll over.

Quantity	Rate	Total
20	\$0.00	\$ 0.00

RESPONSE TIME FOR SYSTEM FAILURE

DataVox will meet the following service levels:

	DESCRIPTION	RESPONSE TIME
HIGH PRIORITY	System Down	4 hours or less, 24 Hours x 7 Days
MEDIUM PRIORITY	System operational, significant impact to business	Next Business Day or less, 24 Hours x 7 Days
LOW PRIORITY	System fully functional, little to no impact to business	Next Business Day or less, M-F 8 a.m. to 5 p.m. (CST) Excluding Holidays
ADDS, MOVES, & CHANGES	Minor adds, moves or changes to the system	5 Business Days or less, M-F 8 a.m. to 5 p.m. (CST) Excluding Holidays

The Customer must have an active PSS, Wholesale or an Avaya Maintenance agreement in effect for all critical Avaya components at the time of the failure. The Customer must also have an active PSS, Wholesale or an Avaya Maintenance agreement in effect for any component that is determined to need replacement or a software upgrade for problem resolution.

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 (10 HRS.)	\$160 / hr.	1 ½ hr. / hr. worked*	2 hr. / hr. worked*	2 hr. / hr. worked*
HOURLY RATE (50 HRS.)	\$150 / hr.	1 ½ hr. / hr. worked*	2 hr. / hr. worked*	2 hr. / hr. worked*
HOURLY RATE (100 HRS.)	\$140 / hr.	1 ½ 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

* 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.

ELIGIBILITY/APPLICABILITY

These ~~This~~ prepaid hours are effective as of 2/14/2012 until 2/15/2013. DataVox reserves the right to amend this prepaid hourly services agreement from time to time. Any decision made by DataVox concerning the prepaid hourly services program will be final, binding and conclusive, and is within DataVox's sole discretion.

Approval Signatures

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have caused this prepaid hourly services agreement to be duly executed.

DataVox, Inc.	
By: _____ (Signature)	By: _____ (Signature)
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

TERMS AND CONDITIONS

RISK OF LOSS; NON-PERFORMANCE BY TELEPHONE COMPANY AND OTHERS

Upon installation of the Equipment, Buyer shall bear the risk of loss regardless of any breach by Seller of any provisions hereof. Although DataVox, Inc. will or may assist Buyer by coordinating initiation or transfer of service through AT&T Company or other telephone companies or other third parties, Buyer assumes all risk of non-performance, including untimely or otherwise improper performance, of any such third parties; DataVox, Inc. and its employees assume no responsibility for any failings of these third parties or their service and equipment. With regard to VOICE MAIL systems, if any, Buyer further assumes all risk of malfunction and deficient or substandard performance caused by third party telecommunication transmission equipment, lines and systems, including pay phones, cellular phones and long distance services; DataVox, Inc. and its employees assume no responsibility for any failings of these third parties or their service and equipment.

VIRUS PROTECTION

Buyer agrees and understands it is Buyer's responsibility to install and run an antivirus program on all workstations and servers at/or prior to installation. Buyer agrees to take whatever steps Buyer deems appropriate to ensure there is adequate and up to date virus protection on all workstations and servers. Buyer 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

Buyer agrees to take whatever steps Buyer deems appropriate to ensure there are adequate, up to date back-ups made of all data on any computer, server, hard drive, or other storage device of Buyer. In the event of failure, it is expressly understood that DataVox will restore the most recent back-up provided by customer. Buyer expressly agrees that DataVox shall have no liability for the loss of any such data, which may occur during or after the installation.

NON-SOLICITATION OF EMPLOYEES

Buyer agrees not to hire or otherwise solicit the employment of any DataVox employee for a period of two (2) years after the date of this Agreement. Buyer agrees that the damages to DataVox for any breach of this section will be substantial, but difficult to ascertain. Accordingly, if Buyer 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.

ARBITRATION (This agreement is subject to binding arbitration).

Any dispute between Buyer and DataVox, whether arising under this Agreement or otherwise, shall be settled finally, completely and conclusively by arbitration in Houston, Harris County, Texas, in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "Rules"), by one arbitrator chosen in accordance with the Rules. Arbitration shall be initiated by written demand by the party seeking arbitration. This agreement to arbitrate shall be specifically enforceable in the District Court of Harris County, Texas. A decision of the arbitrator shall be final, conclusive and binding, and judgment may be entered thereon in the District Court of Harris County, Texas, to enforce such decision and the benefits thereof. Any arbitration held in accordance with this paragraph shall be private and confidential and no person shall be entitled to attend the hearings except the arbitrator, you, your attorneys, and any designated representatives of DataVox, Inc. and its attorneys. The matters submitted for arbitration, the hearings and proceedings thereunder and the arbitration award shall be kept and maintained in strictest confidence by Buyer and DataVox, Inc. and shall not be discussed, disclosed or communicated to any persons. On request of either party, the record of the proceeding shall be sealed and may not be disclosed except insofar, and only insofar, as may be necessary to enforce the award of the arbitrator and any judgment enforcing such award.

ASSIGNMENT

Buyer may not delegate its performance or assign its rights under this Agreement except upon the express written consent of Seller.

CONSTRUCTION

This writing constitutes the final agreement between the parties and is a complete statement of the terms of the agreement. No course of prior dealings between the parties or trade usage shall be relevant to determine the meaning of this Agreement. This Agreement is entered into and shall be performable in the State of Texas.

ATTORNEY'S FEES

Buyer shall pay to Seller all attorney's fees, court costs, and all other expense, which may be incurred by Seller in enforcing, or attempting to enforce, any of its rights under this Agreement, or against any guarantors hereof, or with respect to any matters connected with the subject matter hereof.

SEVERABILITY

This Agreement and all provisions hereof are intended to be severable, and this Agreement shall remain enforceable in the event any provision hereof is declared invalid.