

## **ADDENDUM**

**THIS ADDENDUM**, entered into this \_\_\_\_ day of \_\_\_\_\_, 2012, is made between the **WARREN COUNTY SCHOOL DISTRICT**, with offices at 589 Hospital Drive, Suite A, North Warren, PA 16365, hereinafter referred to as “SCHOOL DISTRICT” or “DISTRICT.”

AND

**ZITO MEDIA COMMUNICATIONS, LLC AND ZITO MEDIA VOICE, LLC**, having offices at 106 Steerbrook Road, Coudersport, PA 16915, hereinafter collectively referred to as “ZITO.”

**WHEREAS**, the Parties hereto entered into an Agreement dated January 10, 2011, relative to the provision of a fiber WAN network and internet services (hereinafter referred to as the “Agreement”); and

**WHEREAS**, due to the District’s desire to exclude Pleasant Township Elementary School from the list of District sites that are available for the provision of services, the Parties are required to in good faith negotiate a new contract price pursuant to Section 9 of the Agreement; and

**WHEREAS**, the Parties, pursuant to Section 9 of the Agreement, have in good faith negotiated and agreed upon a new contract price that takes into account the exclusion of Pleasant Township Elementary School, the purpose of this Addendum is to set forth said new contract price in a manner that complies with Section 27 of the Agreement.

**NOW THEREFORE**, intending to be legally bound thereby, the Parties hereto agree as follows:

1. Exhibit B of the Agreement is hereby amended as follows: (see attached new Exhibit B)

2. All other terms and conditions of the Agreement shall remain in full force and effect.

3. The Amended terms and conditions contained herein, as well as all other terms and conditions set forth in the Agreement, may be amended only by written amendment signed by authorized representative of ZITO and the President of the District's Board of School Directors.

**IN WITNESS WHEREOF**, the Parties hereto have entered into this Addendum the day and year first written above.

ZITO MEDIA COMMUNICATIONS, LLC

\_\_\_\_\_(SEAL)  
By:

ZITO MEDIA VOICE, LLC

\_\_\_\_\_(SEAL)  
By:

**ATTEST: (SEAL)**

WARREN COUNTY SCHOOL DISTRICT

\_\_\_\_\_  
Secretary

\_\_\_\_\_(SEAL)  
By: School Board President

## **EXHIBIT B – WAN**

ZITO will build an optical fiber transport connection into each of the sites below:

SITE	SCHOOL	ADDRESS
1.	Allegheny Valley Elementary School	100 N. Main St., Clarendon, PA 16313
2.	Sheffield Area Middle High School	Star Route, Box 600, Sheffield, PA 16347
3.	Sheffield Elementary School	222 Pickering Street, Sheffield, PA 16347
4.	Warren Area High School	345 E. Fifth Ave., Warren, PA 16365
5.	Beaty-Warren Middle School	2 Third Avenue, Warren, PA 16365
6.	Warren Area Elementary Center	349 E. Fifth Ave., Warren, PA 16365
7.	South Street Early Learning Center	713 Penna. Ave. E., Warren, PA 16365
8.	Eisenhower Middle High School	Route 957, Box 2276, Russell, PA 16345
9.	Russell Elementary School	250 Route 62, Russell, PA 16345
10.	Sugar Grove Elementary School	101 School St., Sugar Grove, PA 16350
11.	Youngsville High School	227 College St., Youngsville, PA 16371
12.	Youngsville Elementary Middle School	232 Second Ave., Youngsville, PA 16371
13.	Central Office	589 Hospital Dr., North Warren, PA 16365

### **TRANSPORT TYPE:**

All locations will receive dual optics for optical ringed redundancy from the serving hub. All building fiber entries will be ring collapsed.

### **PRODUCT AND SERVICE DESCRIPTION:**

ZITO will provide the following data services:

-ZITO will provide a logical primary routed 1000Mbps point to point Ethernet virtual based circuit (EVPL) from each school site back to the District's Main Data Center at the Allegheny Valley Elementary School (AVE) utilizing a Layer 2 configuration as shown in the attached Network Diagram.

-Service hand-off will be via an identified RJ-45 port for each site.

-ZITO shall supply up to 100 IP registered addresses and support all Domain Name Services of the District.

**SERVICE DATES:** The services described above shall be installed, activated and operational:

- On or about July 1, 2011, (the “service date”) – all sites except Pleasant Township Elementary School
- On or before January 3, 2013, (the “service date”) – Pleasant Township Elementary School

ZITO will install and activate services, where possible, in advance of these dates for testing, etc., however, ZITO agrees that billing will not begin in advance of the above service dates.

In the event that the above services for any site are not installed, activated and operational on or before the applicable service date for any reason, including a Force Majeure Event, ZITO agrees to provide the District with an alternative internet service for said site or sites, with all costs associated therewith being borne exclusively by ZITO. Additionally, for any site at which an alternate internet service is required to be provided by ZITO. ZITO agrees that the District shall not be required to pay the monthly charge stated below for said site, or any other charge, for any month that an alternate internet service is provided. In the event that ZITO provides an alternative internet service to a site for only a portion of a month and the services provided for in this Agreement for the remainder of the month, the District shall pay ZITO the pro-rated amount of the monthly charge for said site stated below. ZITO acknowledges and agrees that this provision is an absolute guaranty for services on or before the above service dates and that Force Majeure provision of this Agreement (Section 15) is inapplicable to this provision and shall in no way excuse ZITO’s failure to comply with the service dates.

The parties agree that, 30 days prior to the above service dates, the Parties shall meet to discuss the likelihood that the service date will be met for each site and the provision of an alternative internet services if it is determined that the service date cannot be met for any site.

**PRICING:**

<u>Product</u>	<u>Monthly Charge</u>	<u>Quantity</u>	<u>Total Monthly Charge</u>
1000 Mbps Redundant EVPL	\$625.00	13	\$8,125.00

\*Includes all taxes, tariffs, surcharges and any upfront non-recurring charges.

**INSTALLATION:** \$5,000/site

*Includes:*

- Juniper Layer 2/3 Switch
- All Labor, Equipment and Materials

**District Responsibilities:**

- A. The District agrees to follow proper notification procedures in Exhibit C attached hereto for Service and/or Maintenance issues.
- B. The District agrees to ensure electrical power and UPS power backup of all ZITO supplied hardware.

**NETWORK SERVICES RIGHTS OF USE.**

The District shall not make available or permit access to the Products or Services or any portion thereof provided under this Agreement to any person or entities outside the site locations identified in this Agreement by any means, included without limitation, the use of any form of hardwire or transmitter or wide area network.

ZITO MEDIA COMMUNICATIONS, LLC

By \_\_\_\_\_{SEAL}

ZITO MEDIA VOICE, LLC

By \_\_\_\_\_{SEAL}

ATTEST: {Seal}

WARREN COUNTY SCHOOL DISTRICT

\_\_\_\_\_  
Secretary

By \_\_\_\_\_{SEAL}  
School Board President