

DATA EQUIPMENT AND SERVICES ADDENDUM

This Data Equipment and Services Addendum ("Data Addendum") to the Master Agreement Number _____ ("Master Agreement"), dated _____, is made by and between BellSouth Communication Systems, LLC ("BellSouth") and ("Customer") with main offices located at _____. This Data Addendum becomes effective as of the last signature date set forth below (the "Data Addendum Effective Date"). Except as specifically stated below, all terms and conditions of the Master Agreement remain in full force and effect. BellSouth and Customer hereby agree as follows:

STATEMENT OF WORK

- 1. Introduction and Intent** The intent of this Data Addendum is to provide both of the Parties with a clear and concise definition of the work to be undertaken on Customer's behalf by BellSouth. The Parties agree that the Master Agreement, this Data Addendum and any mutually agreed Attachments contain the whole understanding of the Equipment and Services ("Work") to be provided for a project. This Data Addendum will remain in effect so long as the Master Agreement remains in effect.
- 2. Governance** This Data Addendum is provided under the terms of the Master Agreement cited above. In addition to the Master Agreement, there may be added certain Attachments in which the Parties specifically agree to any additional provisions (such as pricing schedules (Attachments A), implementation and testing workshests (Attachments C), lists of customer locations, etc.) that may be added to a project.
- 3. Attachments** All Attachments must be approved by mutual consent of the Parties. A separate Attachment B will be created for each Order. When such Attachments are mutually approved, they will also be automatically incorporated under this Data Addendum and the Master Agreement.
- 4. Automatic Renewal** If either Party at the expiration of the initial term does not terminate an Order, it will continue in force for additional terms of one year each at the then-prevailing BellSouth commercial rate(s) for such Services.
- 5. Project Deliverables** BellSouth will deliver to Customer the Equipment and Services detailed in each Order, at the cost set forth in the applicable Attachment B, and on a mutually agreed implementation schedule.

The specific Services to be provided by BellSouth to Customer under the terms of this Data Addendum will be specified in an Order and may include: Equipment Drop Ship; Assessment; Systems Design; Configuration, Staging and Implementation; Project Management; Maintenance; and Monitoring.
- 6. Equipment Drop Ship** For drop ship Orders, BellSouth will ship Equipment to the Customer's specified and agreed location(s). BellSouth provides no installation, warranty or other Services for drop ship Equipment.
- 7. Assessment** If Assessment is listed in an Attachment B, BellSouth design engineers will work with Customer's representative(s) in evaluating your requirements for data Equipment and Services, and render an evaluation report, which will delineate those requirements.
- 8. Systems Design** If Systems Design is listed in an Attachment B, BellSouth design engineers will work with local exchange and interexchange carriers chosen by Customer in designing the necessary data network system customer premise equipment elements (the "System Design") to provide data communications between the locations specified by Customer.
- 9. Configuration, Staging and Implementation** If Configuration, Staging and Implementation are listed in an Attachment B, all Equipment provided by BellSouth (pursuant to the System Design) for will be assembled, configured with the proper router image, and tested at a staging facility. The Equipment configurations are specified in an Attachment B. BellSouth's technical staff adheres to the original equipment manufacturer's (OEM) recommendations for configuration and installation. The Equipment will be delivered to the specified Customer location(s) and installed by BellSouth field technicians.

BellSouth shall test each system, according to procedures/methods listed in the applicable Attachment C. BellSouth shall give Customer written notice of the testing schedule reasonably in advance of the commencement of such testing to allow Customer to attend the testing, at Customer's option. BellSouth shall provide to Customer the written results of all testing conducted by BellSouth. Upon successful completion of BellSouth testing, BellSouth shall notify Customer in writing and the Work shall be deemed accepted. Additional testing outside that listed in Attachment C or at Customer's convenience or request will be performed at BellSouth's option and billed to Customer at BellSouth's then-current rates.
- 10. Project Management** Project Management is listed in an Attachment B, BellSouth will assign a qualified Project Manager immediately upon Customer's acceptance of an Order. The BellSouth Project Manager will provide a single point of contact to coordinate all activities to be delivered under the terms of that Order. BellSouth may replace the BellSouth Project Manager at any time by written notice to Customer.

11. Maintenance

If Maintenance is listed in an Attachment B, BellSouth will provide Maintenance Service, which includes on-site repair or replacement support. If Maintenance Services are included in the applicable Attachment B hereto as being purchased by the Customer, Maintenance Service coverage commences at implementation. The coverage hours for Maintenance Service will be as chosen by Customer and listed on Attachment B. For Maintenance Service, a BellSouth technician will access the system remotely, or respond in person on-site (BellSouth's option), within four hours from the time the trouble is reported to the BCS Call Receipt Center.

Customer will provide an analog modem at each site for remote diagnostics and/or repair and a dedicated analog telephone line within fifteen feet of the installed router.

Maintenance Service exclusions are as listed in the Master Agreement.

12. Network Monitoring Services - Performance Advisor Plus

If Network Monitoring is listed in an Attachment B, BellSouth will provide Customer with the following Network Monitoring Services:

- Fault Monitoring with IP Ping and MIB polling.
- Monthly fault and performance reporting.
- Multi-vendor trouble isolation/coordination.
- Proactive performance monitoring.

Customer will provide:

- Network diagram and applicable circuit ID's.
- Addressing and naming conventions.
- SNMP and T1 read/write access.
- Analog modems at each site for remote diagnostics and/or repair.
- Dedicated analog telephone line, within fifteen feet of the installed router.
- Detailed contract information for all circuit and hardware maintenance providers, including emergency access and after-hours contacts.
- Letter of Agency naming BellSouth for the purpose of opening and tracking trouble tickets with respective supplier.
- A 54K Frame Relay PVC with 16K CIR management link between customer's host router and BellSouth's monitoring facility in Atlanta, Georgia.
- Additional requirements as stated and agreed in an Attachment B.

Neither Network Monitoring Services nor Maintenance Services may be terminated except in compliance with the maintenance termination provisions of the Master Agreement, with such termination provision applying to Network Monitoring Services also.

13. Change Orders

Customer's Project Manager may, at any time, by written Change Order request changes within the general scope of the Work, including, but not limited to, any one or more of the following: (i) add or delete Equipment or Services ordered, (ii) revise drawings, designs or specifications, and (iii) alter dates of performance. No such changes shall be effective unless agreed in writing by Customer and BellSouth. If any Change Order causes an increase or decrease in the Price or the time required for the performance of any part of the Work, an equitable adjustment shall be made in the Price or Critical Date Schedule or both, and the Attachment B shall be modified in writing accordingly. BellSouth shall not perform any change in, or addition to, the Work or any Services requested by Customer unless and until Customer has issued a Change Order and BellSouth has signed such Change Order to indicate its agreement to allow such change, at the agreed price or date change(s).

14. Public Network Facilities

Under no circumstances does BellSouth hold itself out to be a provider, reseller, or aggregator of regulated public data network services. Public network provider selection is Customer's responsibility, and public network performance is the responsibility of the public network facility provider. **BELLSOUTH NEITHER MAKES NOR IMPLIES A WARRANTY FOR THE PROPER OPERATION OR FITNESS FOR CUSTOMER'S PURPOSE OF THE PUBLIC NETWORK FACILITIES.**

15. Reasonable Access - Accuracy

Customer will designate in writing to BellSouth a Customer Project Manager responsible for all communications between BellSouth and Customer in connection with the Work.

To ensure the timely and accurate implementation and support of this Work, Customer will be required from time to time to provide access to Customer locations, information and staff resources. Customer will provide to BellSouth personnel reasonable and timely access to Customer's host and remote locations during BellSouth's regular business hours. If pre-scheduling is required to be on-site to perform work, repair, or diagnostics, Customer will inform the BellSouth Project Manager prior to the scheduled date for such work. Scheduled Work that is unable to be performed due to Customer's constraints will result in additional charges if a re-dispatch of BellSouth personnel is required. Customer agrees to make all appropriate personnel available to the BellSouth Work team in a timely and reasonable manner.

Should such access to Customer locations, Customer personnel and Customer information not be provided, BellSouth cannot be held responsible for any resulting Work delays. The accuracy of information regarding the various internal requirements of the Work is solely Customer's responsibility.

16. Physical Facilities

Customer is responsible for providing, or causing to be provided, all required AC electrical receptacles for the Equipment supplied. All such receptacles must be located within five feet of the site where each set of Equipment ordered is physically installed. The location selected for actual installation must additionally meet all manufacturer environmental specifications requirements.

17. Electrical Systems Protection

BellSouth highly recommends a UPS system(s) or, at the minimum, electrical surge protectors, be installed with all Equipment. **PLEASE NOTE THAT THE AGREEMENT DOES NOT COVER MAINTENANCE OF SYSTEMS WHERE DAMAGE IS CAUSED BY ELECTRICAL SURGES, LIGHTNING, OR ANY POWER-RELATED PROBLEMS UNLESS OTHERWISE SPECIFICALLY NOTED HEREIN.**

18. Warranty Disclaimer

This section supersedes the relevant sections of the Master Agreement. **BELL SOUTH DOES NOT IMPLY, OR EXPRESS ANY BELL SOUTH WARRANTY WHATSOEVER FOR THE EQUIPMENT OR SERVICES PROVIDED.** If Maintenance Service is not listed on an Attachment B, Customer's sole warranty is from the manufacturer. Any warranty claims that may arise are solely the responsibility of Customer to pursue with the manufacturer.

19. Pricing & Payment

Payment shall be made as follows:

Data Equipment components, as delineated in an Attachment B, shall be invoiced and payable upon shipment of Equipment by the manufacturer. Data Maintenance Services listed in Attachment B are invoiced and payable annually in advance (unless stated otherwise in the Attachment B) beginning at implementation at Customer's individual site locations.

All other data related Services, described in an Attachment B, shall be invoiced and payable upon implementation at Customer's individual site locations. Except as otherwise noted herein or in an Attachment B, payment terms in the Master Agreement shall remain in full force and effect.

Each Attachment B details the pricing for Equipment and/or Services to be provided.

An Attachment B represents per location pricing (unless otherwise stated) for the Equipment and Services delineated therein.

20. Official Notices

All official correspondence and notices are required in writing and are to be directed to the individuals as listed:

For Customer

For BellSouth BellSouth Communication Systems, LLC
Attn: Vice President of Operations
1587 Northeast Expressway
Atlanta, GA. 30329

21. Shipping Charges

Shipping charges shown on an Attachment B are an estimate only. Shipping charges invoiced may vary from the estimate shown on Attachment B.

IN WITNESS WHEREOF, the Parties have caused this Data Addendum to be executed by their duly authorized representatives as of the Data Addendum Effective Date.

BellSouth Communication Systems, LLC
By: BellSouth Business Systems, Inc.

By: *J. M. Oxley Jr.*

By: _____

Name: J. M. Oxley Jr.

Name: _____

Title: CLERK OF CIRCUIT COURT

Title: _____

Date: 05/31/01

Date: _____

z:\vega2\www\forms\Data Equipment and Services.03.01.01.clean.doc.dot

INVOICE

INVOICE No. 2032037A

CUSTOMER 608413

INVOICE DATE 12/04/01

3105



BellSouth Communication Systems

BILLED TO:

INSTALLED:

NASSAU COUNTY CLERK OF COURT
P O BOX 456
FERANDINA BEACH, FL 32035

NASSAU COUNTY CLERK OF COURT
11 N 14TH ST
FERNANDINA BEACH, FL 32034

Repair Inquiries To: 1-800-925-2525
Payment Inquiries To: 1-800-934-2552

Purchase Order Number	I.C.	Terms	Order Number	
	cdr	Net Due Upon Receipt of Invoice	51345153	
Quantity	Product Code	Description	Unit Price	Extended Price
1	LB	Total labor	10,963.86	10,963.86
		Discounted Amount	-49,507.01	-49,507.01
		Invoice Amount	<u>85,158.99</u>	
		Taxes Omitted	<u>6415.61</u>	
		Contract Amount	<u>01175-640001</u>	
		Amount Audited and Approved	<u>PG</u>	
		Approved By	<u>5/2/02</u>	
		Date Approved		
			SUBTOTAL	85,158.99
			TAX	0.00
			TOTAL	\$85,158.99

A Late Fee of 1.5% per Month Will Be Assessed on the Unpaid Invoice Balance not Paid Within 30 Days of the Invoice Date

Detach Here



INVOICE DATE: 12/04/01

0060841320320370000085158991

INVOICE NUMBER: 2032037A

PLEASE REMIT PAYMENTS TO:

INVOICE TOTAL: \$85,158.99

BELLSOUTH COMMUNICATION SYSTEMS

CUSTOMER NAME: NASSAU COUNTY CLERK OF COURT

P.O BOX 79045

BALTIMORE, MD 21279-0045

CUSTOMER NUMBER: 608413

To Ensure Proper Credit Please Remit Stub and Make Check Payable to BellSouth Communication Systems

0002585

INVOICE

INVOICE No. 2032037A

CUSTOMER 608413

INVOICE DATE 12/04/01



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Payment Inquiries To: 1-800-934-2552

Purchase Order Number	I.C.	Terms	Order Number	
	cdr	Net Due Upon Receipt of Invoice	51345153	
Quantity	Product Code	Description	Unit Price	Extended Price
Migration	Quote #:	06132001-11239472		
2	864377	MEDIA CONVERGENCE SERVER 7835 PIII 1GHZ	0.00	0.00
2	864378	SERVER (WITH TAPE DRIVE) DOES NOT INCLUDE SOFTWARE	14,595.00	29,190.00
2	864379	CALL MANAGER 3.0 SOFTWARE FOR MCS SERVERS	5,995.00	11,990.00
4	823489	CISCO POWER CORD AC ,110V	0.00	0.00
1	866990	DELL G1 (3PCI SLOTS, 2 SHARED ISA/PCI SLOTS)	4,995.00	4,995.00
2	825815	2-PORT VOICE INTERFACE CARD-E/M	400.00	800.00
1	102328	SINGLE-PORT 24 ENHANCED CHANNEL T1 VOICE/FAX NETWORK MODULE	11,000.00	11,000.00
3	828053	CISCO VOIP VOICE GATEWAY FOR USE WITH IP TELEPHONY SOLUTION	995.00	2,985.00
3	866904	CISCO VG200 SERIES IOS MGCP/H323 VOIP GATEWAY	0.00	0.00
1	101637	TWO-SLOT VOICE/FAX NETWORK	1,700.00	1,700.00

CONTINUED

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INVOICE DATE 12/04/01



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Payment Inquiries To: 1-800-934-2552

Purchase Order Number	I.C.	Terms	Order Number	
	cdr	Net Due Upon Receipt of Invoice	51345153	
Quantity	Product Code	Description	Unit Price	Extended Price
3	823489	MODUL-SPARE	0.00	0.00
65	866881	CISCO POWER CORD AC ,110V	545.00	35,425.00
		CISCO IP PHONE 7940, BUSINESS SET (WITH USER LICENSE)		
2	828049	CISCO IP PHONE 7960, MANAGER SET (W/USER LICENSE)	645.00	1,290.00
4	828107	NA POWER SUPPLY	45.00	180.00
1	NISTEI	NIS BUSINESS UNIT	0.00	0.00
4118	836451	CISCO TRADE-IN ALLOWANCE	-1.00	-4,118.00
1	ET0001	PROJECT MGT (DATA ONLY) FOR 1-4 SITES (ANY SIZE ROUTER)	0.00	0.00
50	ET0014	STAGING (DATA ONLY) - MED ROUTER (HRS/SITE)	0.00	0.00
1	867159	UNITY FOR CALL MANAGER	0.00	0.00
4	828109	CISCO PHONE POWER CORD FOR US	10.00	40.00
2	866922	24X7X4 ONSITE SVC, SERVER (WITH TAPE DRIVE) NO SOFTWARE	2,335.00	4,670.00

CONTINUED

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INVOICE TOTAL: \$85,158.99

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BALTIMORE, MD 21279-0045

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Payment Inquiries To: 1-800-934-2552

Purchase Order Number		I.C.	Terms	Order Number	
		cdr	Net Due Upon Receipt of Invoice	51345153	
Quantity	Product Code	Description	Unit Price	Extended Price	
3	828275	VG200 - MAINTENANCE (12 MONTHS) - 8X5XNBD "State gov. only"	300.00	900.00	
65	866882	8X5XNBD SVC, CISCO IP PHONE 7940 (state gov only)	21.00	1,365.00	
2	866754	8X5XNBD SVC, MED-HI TRAFF MULTI LINE PHN +1 USR LIC(st gov o	26.00	52.00	
3679	862846	CISCO EXECUTIVE DISCOUNT	0.01	36.79	
2	825835	2 SLOT VOICE/FAX NETWORK MODULE	1,700.00	3,400.00	
1	102348	TWO-PORT VOICE INTERFACE CARD -FXS-SPARE	400.00	400.00	
1	102347	TWO-PORT VOICE INTERFACE CARD -FXO-SPARE	400.00	400.00	
1	867197	UNITY UNIFIED MESSAGING 100 USERS (INCLUDES 8 SESSIONS)	15,500.00	15,500.00	
2	825836	2-PORT VOICE INTERFACE CARD-FXO	400.00	800.00	
1	SV2VST	PREMISE VISIT	0.00	0.00	
1	FREIGHT1	Freight Charges	701.35	701.35	

CONTINUED

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INVOICE TOTAL: \$85,158.99

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P.O BOX 79045
BALTIMORE, MD 21279-0045

CUSTOMER NAME: NASSAU COUNTY CLERK OF COURT

CUSTOMER NUMBER: 608413



BELLSOUTH
COMMUNICATION
SYSTEMS

1936 BLUE HILLS DRIVE,

ROANOKE, VA 24012

FAX

Julie

Date: 5/20/02

Number of pages including cover sheet: 5

To:

Chip Oxley

Phone:

Fax # 904-321-5795

Inv #

From:

Debbie Rodriguez

Sr. Credit Representative

Phone: 540-983-6215

Fax #: 540-983-6284

REMARKS: Urgent For your review Reply ASAP Please comment

Here is the invoice that I need payment on. Please call me.

Thanks and have a great day!

2002 MAY 20 PM 2:30

RECEIVED
OFFICE OF CLERK OF COURTS
NASSAU COUNTY, FLORIDA

**NASSAU COUNTY
CLERK
P. O. BOX 456
FERNANDINA BEACH, FLORIDA 32035
Shipping Address: 191 Nassau Place - Yulee, FL 32097**

VENDOR/ADDRESS

*BellSouth Communication Systems
1730 Northeast Expressway
Atlanta, GA 30329*

*Shawn
904-359-7258*

DEPARTMENT

Annex/Historic Courthouse

BY: *Mr. Dudley*
Reimbursement

REQUISITION

Vendor Number		Purchase Order #			Purchase Order Date	
		<i>2001-121</i>			<i>6/1/01</i>	
Item #	Description	Pg.	Quantity	Price	Total	Account #
<i>See attachment</i>					<i>91,475.88</i>	
<p style="font-size: 2em; opacity: 0.5;"><i>Original Red year 06/01/01</i></p>						

RECEIVED
 CLERK'S
 FINANCIAL SERVICES
 NASSAU COUNTY, FL
 2001 JUN -4 P 12:16

s 91,475.88

M. Dudley
 APPROVED BY _____ DATE *06/01/01*

POSTED