



**ADDENDUM NO. 2012-01
TO
WIDE AREA NETWORK LICENSE AGREEMENT
BETWEEN
SUNESYS, LLC AND PLUM BOROUGH SCHOOL DISTRICT**

THIS ADDENDUM NUMBER 2012-01 ("Addendum") is made as of this ____ day of _____, 2012 between Sunesys, LLC ("SUNESYS"), and Plum Borough School District ("Licensee").

WHEREAS, SUNESYS and Licensee have previously entered into that certain Wide Area Network License Agreement dated as of February 7, 2005 (together with any prior addenda, the "Agreement") wherein SUNESYS licensed to Licensee the use of certain portions of SUNESYS' Wide Area Network upon the terms and conditions set forth in the Agreement; and

WHEREAS, SUNESYS and Licensee wish to enter this Addendum in order to connect an additional site to the Wide Area Network.

NOW, THEREFORE, for good and valuable consideration, and intending to be legally bound, SUNESYS and Licensee agree as follows:

1. Any capitalized terms not defined herein shall have the meaning as set forth in the Agreement.
2. In the event of any inconsistencies between the terms of this Addendum and the Agreement, the terms of this Addendum shall control and take precedence.
3. The following location (the "Additional Site") shall be added to Licensee's Premises served by SUNESYS' Wide Area Network:
 - a. New School located at 151 School Rd Plum, PA. The connection to the Additional Site shall be by means of one (1) Gbps connection in a point to point configuration to the existing hub site at Plum Borough Senior High School, 900 Elicker Road, Plum, PA.
5. The Completion Date for the installation of the connection to the Additional Site shall be Ninety (90) days following the execution date of this Addendum.
6. In addition to the amounts payable under the Agreement, Licensee shall pay to SUNESYS a non-recurring fee of Forty-Two Thousand Dollars (\$42,000.00), which amount shall be payable on the Acceptance Date for the Additional Site. In the event that LICENSEE elects to extend the Agreement beyond the initial term of this Amendment, this Amendment shall be deemed to have been extended for a period running co-terminus with the extended term of the Agreement and LICENSEE shall pay, in addition to and together with the monthly recurring license fee for the Agreement during such extension, a monthly license fee of Two Hundred Dollars (\$200.00) per month.
7. The Term of this Addendum shall commence on the Acceptance Date for the Additional Site and shall continue until the termination of the Agreement.
8. This Addendum shall not be effective until executed by Licensee and accepted by an authorized representative of SUNESYS at its place of business.



9. By execution hereof, the signers hereby signify that each is authorized to execute this Addendum on behalf of and bind their respective party hereto.

SUNESYS, LLC:

By: _____
Name: _____
Title: _____
Date: _____

**PLUM BOROUGH SCHOOL
DISTRICT**

By: _____
Name: _____
Title: _____
Date: _____