ADDENDUM NO. 2 TO PS LIGHTWAVE NETWORKING AGREEMENTS

THIS ADDENDUM NO. 2 ("Addendum 2") is entered into by and between Fort Bend County ("County"), a body corporate and politic under the laws of the State of Texas, and PS Lightwave, Inc. ("PS Lightwave"), a company authorized to conduct business in the State of Texas (hereinafter referred to collectively as "Parties").

WHEREAS, the Parties have previously executed and accepted the Master Networking Service Addendum, Contract No. PLW-07620 on October 13, 2014 and the Internet Service Addendum Contract No. PLW-07621 on October 13, 2014, and County subsequently renewed the aforementioned contracts and obtained additional services from PS Lightwave as provided by Contract No. PLW-11277, Contract No. PLW-11309 (SO24.CO1), and Contract No. PLW-11310 (SO25.CO1), attached hereto as "Exhibit 1" and incorporated by reference (hereinafter collectively referred to as the "Agreements");

WHEREAS, subject to the terms of the Agreements, County desires to obtain additional services from PS Lightwave as provided by Contract No. PLW-10112 and Order No: PLW-11735 (SO24.CO2), attached hereto as "Exhibit 2" and incorporated by reference;

NOW, THEREFORE, in consideration of the foregoing, the Agreements between the County and PS Lightwave are hereby amended as follows:

1. **Scope of Services.** PS Lightwave shall render Services to County as defined in Contract No. PLW-10112 and Order No: PLW-11735 (SO24.CO2) ("Exhibit 2").

2. Payment.

- (a) PS Lightwave's fees shall be calculated at the rates set forth in the attached Exhibit 2. The Maximum Compensation for the performance of Services described in Exhibit 2 is five thousand eight hundred eighty-one dollars and 00/100 (\$5,881.00). In no case shall the amount paid by County under this Addendum No. 2 exceed the Maximum Compensation without an approved change order.
- (b) Payment shall be made by County within thirty (30) days of receipt of invoice. County will pay PS Lightwave based on the following procedures:
 - (i) Upon completion of the tasks identified in the Scope of Services, PS Lightwave shall submit to County an original copy of each invoice showing the amounts due for services performed in a form acceptable to County to the following address:

Fort Bend County Auditor

c/o Accounts Payable

301 Jackson, Suite 701, Richmond, Texas 77469

Email: auditor@fortbendcountytx.gov

Fax: 281-341-3774

(ii) County shall review such invoices and approve them within thirty (30) calendar days with such modifications as are consistent with the Agreements. County reserves the right to withhold payment pending verification of satisfactory work performed. If County disputes charges related to the invoice submitted by PS Lightwave, County shall notify PS Lightwave no later than twenty-one (21) days after the date County receives the invoice. If County does not dispute the invoice, then County shall pay each such approved invoice within thirty (30) calendar days. Interest resulting from late payments by County shall be subject to Chapter 2251, TEXAS GOVERNMENT CODE. County shall compensate PS Lightwave, Inc. for an additional circuit provided under Contract No. PLW-10112.

3. Insurance.

- (a) Prior to commencement of the Services, PS Lightwave shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on thirty (30) days' prior written notice to County. PS Lightwave shall provide certified copies of insurance endorsements and/or policies if requested by County. PS Lightwave shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. PS Lightwave 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, and shall obtain such insurance of the following types and minimum limits:
 - (i) Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed. 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.
 - (ii) 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.
 - (iii) 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.
 - (iv) Professional Liability insurance with limits not less than \$1,000,000.
- (b) County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies including Workers' Compensation written on behalf of PS Lightwave shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- (c) If required coverage is written on a claims-made basis, PS Lightwave 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 two (2) years beginning from the time that work under the Agreement is completed.
- 4. Applicable Law. The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity. As required by Chapter 2270, Government Code, PS Lightwave hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with

- Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
- 5. **Conflict**. In the event there is a conflict between this Agreement and the attached exhibit, this Agreement controls.
- 6. **Understanding, Fair Construction**. By execution of this Addendum No. 2, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum No. 2. This Addendum No. 2, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.

IN WITNESS WHEREOF, this Addendum No. 2 is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Addendum No. 2 and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT REND COUNTY

PS LIGHTWAVE INC.

TORT DEND COONTY	12 mh
Robert Hebert, County Judge	Rhonda Cook, President & CEO
	10 January 2018
Date	Date
ATTEST:	
Laura Richard, County Clerk	
AUDI	TTOR'S CERTIFICATE
I hereby certify that funds in the amoun of Fort Bend County within the foregoin	t of \$ are available to pay the obligation ng Agreement.
	Robert Ed Sturdivant, County Auditor

Exhibit 1

ADDENDUM TO PS LIGHTWAVE NETWORKING AGREEMENTS

THIS ADDENDUM ("Addendum") is entered into by and between Fort Bend County ("County"), a body corporate and politic under the laws of the State of Texas, and PS Lightwave, Inc. ("PS Lightwave"), a company authorized to conduct business in the State of Texas (hereinafter referred to collectively as "Parties").

WHEREAS, the Parties have previously executed and accepted the Master Networking Service Addendum, Contract No. PLW-07620 on October 13, 2014 ("Exhibit A"), and the Internet Service Addendum Contract No. PLW-07621 on October 13, 2014 ("Exhibit B") (hereinafter collectively referred to as the "Agreements");

WHEREAS, the County desires to renew the terms of the Agreements and obtain additional services from PS Lightwave as provided by Contract No. PLW-11277 ("Exhibit C"), Contract No. PLW-11309 (SO24.CO1)("Exhibit D"), and Contract No. PLW-11310 (SO25.CO1)("Exhibit E") attached hereto as "Exhibit B" and incorporated by reference;

NOW, THEREFORE, in consideration of the foregoing, the Agreements between the County and PS Lightwave are hereby renewed and amended as follows:

- County shall compensate PS Lightwave, Inc. for additional circuit installation provided under Contract No. PLW-11277 at a price of \$300.00.
- County shall upgrade and renew the services provided by PS Lightwave as described in Exhibit D Contract No. PLW-11309 (SO24.CO1) at a monthly recurring rate not to exceed \$25,349.00.
- County shall upgrade and renew the services provided by PS Lightwave as described in Exhibit as described in Exhibit E Contract No. PLW-11310 (SO25.CO1) at a monthly recurring rate not to exceed \$7,756.00.
- Exhibits. Exhibits A C attached hereto are incorporated by reference.
- Conflict. In the event there is a conflict between this Agreement and the attached exhibit, this Agreement controls.
- 6. Understanding, Fair Construction. By execution of this Addendum, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
- 7. Multiple Counterparts. This Addendum may be executed in several counterparts, each of which shall be deemed an original and all of which when taken together shall constitute but one and the same Addendum. In the event that a comparison of the multiple agreements reveals that the Addendum contain differences or inconsistencies, then the Addendum which is first executed and signed by all of the parties shall be deemed the original Addendum and all other agreements, although duly signed by the parties, shall be deemed inferior and subordinate to the first signed Addendum.

parties further acknowledge that they have executed this legal document voluntarily and of their own free will. PS LIGHTWAVE, INC. FORT BEND Agent - Signature 9-26-2017 Rhonda Cook Authorized Agent-Printed Name Date President/CEO ATTEST: Title 09.12.17 Laura Richard, County Clerk Date **AUDITOR'S CERTIFICATE** I hereby certify that funds in the amount of \$ are available to pay the obligation of Fort Bend County within the foregoing Agreement

IN WITNESS WHEREOF, this Addendum is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Addendum and the attachments and exhibits hereto. All

Robert Ed Sturdivant, County Auditor

Exhibit A

CONTRACT NO.

PLW-07620

MASTER NETWORKING SERVICE ADDENDUM FORT BEND COUNTY Service Order 24 (CONSOLIDATION OF ALL EXISTING CIRCUIT SERVICES)

As part of the Telecommunications Master Service Agreement (#002417), by and between Phonoscope, Inc. (f/k/a Phonoscope Communications, Inc.), as Assigned to Phonoscope Light Wave, Inc. (Phonoscope) with offices located at 6105 Westline Drive. Houston TX 77036 and Fort Bend County Information Technology (Customer) with offices located at 500 Liberty, Richmond, TX 77471, the parties agree to incorporate the following:

A. Service Type and Order Placement

Customer requests renewal and/or increase of E-Line Circuits (as listed on Exhibit A) with line speeds of 10/100/1000 Mbs using IEEE Std 802.3-2012 defined signaling over a vian-aware network provisioned to each of the sites in Exhibit A.

8. Service Termination Sites

Phonoscope will provide service as listed in Exhibit A.

C. Commencement Date and Term of Services

Service will effective through August 31, 2017. At the end of the initial term, this Agreement may automatically renew on a Monthto-Month basis, under the same terms and conditions contained in this Agreement including, but not limited to the recurring monthly rates and payment terms, provided the Customer sends written notice of its intent to exercise its option to renew this Agreement within Thirty (30) days of the end of the Initial Term. The month-to-month term shall only remain effective until a new specific term agreement is executed, which new agreement must be executed within Ninety (90) days after the end of the Initial Term.

D. Portability

If Customer desires to relocate any of the Sites prior to the expiration of the term, Services may be ported to a new location without penalty; however, additional non-recurring aid-to-construction costs may apply.

E. Services and Equipment

Phonoscope will provide turnkey installation of the service. Customer connections will terminate in the assigned Phonoscope demarcation point. All Customer connected equipment should support the appropriate Ethernet signaling and port speed for the contracted service.

F. Calculation of Actual Usage

Phonoscope will allow the Customer to burst beyond their contracted bandwidth to a maximum port speed of 100 Mbps. Phonoscope will collect and record usage samples around the clock at frequent, regular intervals and calculate a monthly actual which effectively disregards bursts of the top five percent (5%) usage within the total monthly sample, without incurring additional charges. Customer will only incur additional charges, in per Meg increments, if the actual amount of the remaining ninety-five percent (95%) usage exceeds the contracted bandwidth. If the Customer at any time chooses to limit their bandwidth access to the contracted rate, Phonoscope will rate shape the unique circuit port to guarantee a not-to-exceed bandwidth and allow the Customer to maintain the same monthly recurring fee.

Phonoscope shall waive any incremental charges upon the first time occurrence where the Customer exceeds the ninety-five percent (95%) rule. Customer shall elect one of the following options:

- The Customer may rate shape the bandwidth to guarantee to not-to-exceed bandwidth assuring the same monthly recurring fee; or
- The Customer my increase the circuit bandwidth to reflect the additional bandwidth needed. (Phonoscope will generate a Change Order to the existing Service Order reflecting this change and forward to the Customer for signature.); or
- The Customer agrees that any future occurrence to the Customer exceeding the ninety-five percent (95%) rule will generate the standard incremental charges as identified herein.

Initials: Phonoscope: Customer:

Confidential & Proprietary

Page 1 of 6

Master Networking Service Addendum - Service Order 24 **Fort Bend County**

CONTRACT NO: PLW-07620

G. Customer's Billing Address

Fort Bend County Purchasing 301 Jackson Street, Suite 201 Richmond, TX 77469

Billing contact: Accounts Payable

Phone: 281.341.3759

H. Phonoscope's Remittance Address

Phonoscope Light Wave, Inc. 6105 Westline Drive Houston, Texas 77036 Attn: Accounts Receivable

I. The Recurring Monthly Rates and Payment Terms

Customer shall remit a total of Thirty-four Thousand Eight Hundred Forty and No/100 Dollars (\$34,840.00) plus applicable taxes and regulatory fees per month during the term of this agreement. See Exhibit A for specific Recurring Monthly Rates, detailed per site.

J. Non-recurring Aid-to-Construction/Provisioning Costs Non-recurring Aid-to-Construction/Provisioning Costs will be waived for this Service Order.

K. Notices

To Phonoscope:

 Phonoscope Light Wave, Inc. 6105 Westline Drive Houston, Texas 77036 Phone: (713) 272-4600 Attn: Contract Administration e-mail: mhughes@pslightwave.com

L. Representatives To Phonoscope:

 Robert Jacobs IT & Data Director Phone: 832.615.7742

e-mail: robert@phonoscope.com

David Caddle

Vice President of Operations Phone: 832.615.7721

e-mail: dcaddle@phonoscope.com

Mike Mason

Business Development Consultant

Phone: 832.615.7741

e-mail: mmason@pslightwave.com

To Customer:

 Fort Bend County Information Technology 500 Liberty Richmond, TX 77471 Phone: 281.341.4584

Attn: Charles King

e-mail: charles.king@fortbendcountytx.gov

To Customer:

Charles King

Title: I.T. Infrastructure Manager

Phone: 281.341.4584

e-mail: charles.king@fortbendcountybx.gov

Master Networking Service Addendum - Service Order 24 **Fort Bend County**

CONTRACT NO: PLW-07620

It is requested that Customer assign a technical representative and that the individual be available during the installation process.

M. Agreements

All services performed under this service order are subject to the terms of the Master Network Agreement executed between Phonoscope and Customer. Special conditions are noted on this form.

N. Infrastructure Compatibility

All Customer-connected equipment should support the appropriate Ethernet signaling and port speed for the contracted service

O. Funding Out Clause

This Service Order is a commitment applicable to the Customer's current appropriated annual budget year revenue only. The Customer retains the continuing right to terminate the Service Order at the expiration of each annual budget year during the term of the Service Order, and is conditioned on the best effort attempt by the Customer to appropriate funds for payment of the Service Order for the next annual budget year during the term of the Service Order. Should the customer terminate this Service Order prior to the end of the current annual budget year for which funds have been appropriated, Customer shall remain obligated to pay fees accrued prior to such cancellation and one hundred percent (100%) of the balance of the appropriated funds for the current annual budget year revenue only. Customer shall not be liable for funds which have not been appropriated.

P. Early Termination

During the term for this Service Order, and any automatic renewals, in the event that Customer desires to terminate this Service Order, Customer will pay to Phonoscope Fifty percent (50%) of the monthly rate for the remainder of the term, with the exception of Sites 31 and 46, which services Customer may cancel before the end of the initial term without penalty.

Q. Customer Authorization

Customer hereby authorizes Phonoscope to set up an account in its name and to enter its place of business to activate the network service and/or configure any required interfaces to Customer's existing network hardware and software architecture. Customer acknowledges that a Phonoscope Customer Service Representative will contact Customer to confirm and schedule the order.

IN WITNESS WHEREOF, Phonoscope and Customer have executed this Addendum as evidenced below:

FORT BEND

Robert E. Hebert By: County Judge Title:

10 13-2014

Date Signed

HT WAVE, INC.

Master Networking Service Addendum – Service Order 24 Fort Bend County

CONTRACT NO: PLW-07620

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ite	Contract No.	Current Service	New Service	ALOC	ZLOC	MRC
				LIBRARIES		
1	006397, SO9.CO9	50Mbps	50Mbps	George Memorial Library 1001 Golfview Richmond, TX 77469	Sienna Branch Library 8411 Sienna Springs Blvd. Missouri City 77459	\$1,000.00
2	006397, SO9.CO9	50Mbps	50Mbps	George Memorial Library 1001 Golfview, Richmond, TX 77469	Missouri City Library 1530 Texas Pkwy Missouri City 77489	\$1,000.00
3	006397, SO9.CO9	50Mbps	50Mbps	George Memorial Library 1001 Golfview, Richmond, TX 77469	First Colony Library 2121 Austin Parkway Sugar Land, TX 77479	\$1,000.00
4	006397, SO9.CO9	Richmond, TX 77469 Sugar Land, TX 77478		\$1,000.00		
5	006397, SO9.CO9	50Mbps	50Mbps	George Memorial Library 1001 Golfview Richmond, TX 77469	University Library 14010 University Blvd Sugar Land, TX 77479	\$1,000.00
6	006397, SO9.CO9	50Mbps	50Mbps	George Memorial Library 1001 Golfview Richmond, TX 77469	Cinco Ranch Library 2620 Commercial Center Blvd. Katy, TX 77494	\$1,000.00
7	006397, SO9.CO9	10Mbps	10Mbps	George Memorial Library 1001 Golfview Richmond, TX 77469	Albert George Library 9230 Gene Street Needville, TX 77461	\$650.00
8	006397, SO9.CO9	10Mbps	10Mbps	George Memorial Library 1001 Golfview Richmond, TX 77469	Bob Lutts Library 8100 FM 359 South Fulshear, TX 77441	\$650.00
9	006397, SO9.CO9	10Mbps	10Mbps	George Memorial Library 1001 Golfview Richmond, TX 77469	Mamie George Library 320 Dulles Avenue Stafford, TX 77477	\$650.00
				FORT BEND COUNTY - IT		
10	004713, SO9.CO6	5Mbps	5Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	EMS Squad 1 3323 Richmond St. Needville, TX 77461	\$500.00
11	004404, SO14	50Mbps	50Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	Juvenile Justice Center 1422 Eugene Heimann Circle Richmond, TX 77469	\$1,000.00
12	003452, SO9.CO2	5Mbps	5Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	EMS Medic 8 6625 Sansbury Blvd. Sugar Land, TX 77479	\$500.00
13	004643, SO9.CO5	10Mbps	20Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	Missouri City Annex 307 Texas Parkway Missouri City, TX 77489	\$745.00
14	004113, SO9.CO1	10Mbps	20Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	Precinct 3 22333 Grand Corner Katy, TX 77494	\$745.00
15	003452, SO9.CO2	10Mbps	20Mbps	Jane Long Armex 500 Liberty Richmond, TX 77469	George Memorial Library 1001 Golfview Rd. Richmond, TX 77469	\$745.00
16	003452, SO9.CO2	10Mbps	20Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	Office of Emergency Mgt 307 Fort Street Richmond, TX 77469	\$745.00
17	003452, SO9.CO2	10Mbps	50Mbps	Jane Long Annex 500 Liberty Richmond, TX 17469	County Sheriff's Office 1410 Williams Way Richmond, TX 77469	\$1,000.0

Master Networking Service Addendum – Service Order 24 Fort Bend County

CONTRACT NO: PLW-07620

Site	Contract No.	Current Service	New Service	ALOC	ZLOC	MRC
18	003452, SO9.CO2	10Mbps	20Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	Juvenile Probation 122 Golfview Richmond, TX 77469	\$745.00
19	003452, SO9.CO2	10Mbps	20Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	Richmond Tax Office 1317 Eugene Heimann Circle Richmond, TX 77471	\$745.00
20	003452, SO9.CO2	10Mbps	20Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	Precinct One Building 1517 Eugene Heimann Circle Richmond, TX 77471	\$745.00
21	003452, SO9.CO2 5Mbp		Richmond, TX 77469		County Emergency Medical Srv 4336 Highway 36S Rosenberg, TX 77471	\$650,00
22	003452, SO9.CO2			\$350.00		
23	003452, SO9.CO2	10Mbps	20Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	Precinct 4 12919 Dairy Ashford Rd. Sugar Land, TX. 77478	\$745.00
24	003452, SO9.CO2	10Mbps	20Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	Ft. Bend County JOP 12550 Emily Court Sugar Land, TX 77478	\$745.00
25	003452, SO9.CO2	5Mbps	10Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	Crabb Service Center 201 Payne Lane Richmond, TX 77406	\$650.00
26	003452, SO9.CO2	5Mbps	10Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	Jake Dove Arcola Juvenile Camp 400 Coen Rosharon, TX 77583	\$650.00
27	003452, SO9.CO2	3Mbps	5Mbps	Jane Long Annex 500 Liberty Richmond, TX 77459	EMS Medic 2 406 Houston Rosenberg, TX 77471	\$350.00
28	003452, SO9.CO2	5Mbps	5Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	EMS Squad 5 2725 FM521 Fresno, TX 77545	\$500.00
29	003452, SO9.CO2	10Mbps	20Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	Rose Annex 4520 Reading Road Rosenberg, TX 77471	\$745.00
30	003452, SO9.CO2	5Mbps	5Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	EMS Medic 9 – Willow Fork Fire 24655 Westheimer Parkway Katy, TX 77494	\$500.00
31	003452, SO9.CO2	3Mbps	5Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	EMS Medic 3 1514 Parkway Blvd Sugar Land, TX 77478	\$350.00
32	003452, SO9.CO2	3Mbps	5Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	EMS Medic 4, Missouri City Fire 2496 Texas Parkway Missouri City, TX 77489	\$350.00
33	3 003452, SO9.CO2	10Mbps	20Mbps	Jane Long Annex 500 Liberty Fischmond, TX 77469	Engineering Department 1124 Blume Rd Richmond, TX 77471	\$745.00
3	4 003452, SO9.CO2	5Mbps	5Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	Building Maintenance 902 Morton St Richmond, TX 77469	\$500.00
3	5 005885, SO9.CO8	10Mbps	20Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	FBC Senior Center 6530 Hobby Rd. Houston, TX 77053	\$745.00
3	6 004518, SO9.CO4	3Mbps	5Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	Road & Bridge Office 4310 FM2218 Richmond, TX 77469	\$350.00

Master Networking Service Addendum – Service Order 24 Fort Bend County

CONTRACT NO: PLW-07620

Site	Contract No.	Current Service	New Service	ALOC	ZLOC	MRC
37	003452, SO9.CO4	3Mbps	5Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	Precinct 3 1809 Eldridge Rd. Sugar Land, TX 77478	\$350.00
38	004713, SO9.CO6	5Mbps	5Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	EMS Medic 5 5955 Sienna Parkway Missouri City, TX 77459	\$500.00
39	004713, \$09.006	5Mbps	5Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	Kitty Hollow Park 9555 Highway 6 Missouri City, TX 77459	\$500.00
40	004713, SO9.CO6	5Mbps	5Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	Purchasing & Social Services 9110 Long Street Needville, TX 77461	\$500.00
41	004713, SO9.CO6	5Mbps	5Mbps	Jane Long Annex 500 Liberty Richmond, TX: 77469	JP #1, Place 1 3114 Rosenberg St. Needville, TX 77461	\$500.00
42	004713, SO9.CO6	5Mbps	10Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	Needville Road & Bridge Srvcs 3743 School Street Needville, TX 77461	\$650.00
43	004713, SO9.CO6	5Mbps	10Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	Child Advocacy 5403 Avenue N Rosenberg, TX 77471	\$650.00
44	004713, SO9.CO6	5Mbps	5Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	Bulk Fuel Yard 2751 Klauke Rd Rosenberg, TX 77471	\$500.00
45	004713, SO9.CO6	5Mbps	10Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	Road & Bridge, Precinct #2 19310 Beechnut St. Richmond, TX 77407	\$650.00
46	004713, SO9.CO6	5Mbps	5Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	EMS Squad 9 30626 5th St. Fulshear, TX 77441	\$500.00
47	004713, SO9.CO6	5Mbps	5Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	EMS Medic 7 1040 Industrial Blvd. Sugar Land, TX 77478	\$500.00
48	004713, SO9.CO6	5Mbps	10Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	Rosenberg Boot Camp 3403 Avenue N Rosenberg, TX 77471	\$650.00
49	004713, SO9.CO6	5Mbps	5Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	EMS Medic 10 2710 South Main Stafford, TX 77477	\$500.00
50	004713, SO9.CO6	5Mbps	5Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	Constable 2 Fuqua 7133 West Fuqua Drive Missouri City, TX 77489	\$500.00
51	004713, SQ9.CO6	5Mbps	10Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	Four Corners 15700 Old Richmond Rd. Sugar Land, TX 77498	\$650.00
52	07206, SO22	5Mbps	10Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	Fifth Street Community Center 3110 Fifth St. Stafford, TX 77477	\$650.00
53	07207, SO23	5Mbps	10Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	Mustang Community Center 4521 FM 521 North Fresno, TX 77545	\$650.00
54	006479, SO20	5Mbps	5Mbps	Sheriff's Office 1410 Williams Way Richmond, TX 77469	Texana Center 5311 Avenue N Rosenberg, TX 77471	\$350.00

Exhibit B



INTERNET SERVICE ADDENDUM FORT BEND COUNTY INFORMATION TECHNOLOGY

Service Order 25 (CONSOLIDATION OF ALL EXISTING INTERNET SERVICES)

As part of the Telecommunications Master Service Agreement ("Agreement") (#002417) between Phonoscope, Inc. (filkla Phonoscope Communications, Inc.), as Assigned to Phonoscope Light Wave, Inc. ("Phonoscope") with offices located at 6105 Westline Drive, Houston TX 77036 and Fort Bend County Information Technology ("Customer") with offices located at 500 Liberty, Richmond, TX 77471, the parties agree to incorporate the following:

- A. Service Type The Customer requests renewal and/or increase of high speed Internet access over a wide area Ethernet network, as specified in Exhibit A.
- B. Service Termination Sites Service will be provisioned in Customer's site as listed on Exhibit A.
- Commencement Date and Term of Services Service will be effective through August 31, 2017. At the end of the initial term, this Agreement may automatically renew on a Month-to-Month basis, under the same terms and conditions contained in this Agreement including, but not limited to the recurring monthly rates and payment terms, provided the Customer sends written notice of its intent to exercise its option to renew this Agreement within Thirty (30) days of the end of the Initial Term. The month-to-month term shall only remain effective until a new specific term agreement is executed, which new agreement must be executed within Ninety (90) days after the end of the Initial Term.
- D. Services and Equipment Phonoscope will provide turnkey installation of the service. Customer connections will terminate in the assigned Phonoscope demarcation point. All Customer connected equipment should support the appropriate Ethernet signaling and port speed for the contracted service.

At no additional cost, Phonoscope shall assign IP addresses to the Customer, limited only by the Customer's fulfilling ARIN justification requirements. In addition, Phonoscope shall provide DNS at no additional cost.

E. Calculation of Average Usage
Phonoscope will allow the Customer to burst beyond their contracted bandwidth to a maximum port speed of 100Mbps. Phonoscope will collect and record usage samples around the clock at frequent, regular intervals and calculate a monthly total which effectively disregards bursts of the top five percent (5%) usage within the total monthly sample, without incurring additional charges. Customer will only incur additional charges, in per Meg increments if the total of the remaining ninety-five percent (95%) usage exceeds the contracted bandwidth. If the Customer at any time chooses to limit their bandwidth access to the contracted rate, Phonoscope will rate shape the unique circuit port to guarantee a not-to-exceed bandwidth and allow the Customer to maintain the same monthly recurring fee.

Phonoscope shall waive any incremental charges upon the first time occurrence where the Customer exceeds the ninety-five percent (95%) rule. Customer shall elect one of the following options:

- The Customer may rate shape the bandwidth to guarantee to not-to-exceed bandwidth assuring the same monthly recurring fee; or
- The Customer my increase the circuit bandwidth to reflect the additional bandwidth needed. (Phonoscope will
 generate a Change Order to the existing Service Order reflecting this change and forward to the Customer for
 signature.); or
- The Customer agrees that any future occurrence to the Customer exceeding the ninety-five percent (95%) rule will generate the standard incremental charges as identified herein.

Initials: Phonoscope: Customer:

Page 1 of 4

Internet Service Addendum - Service Order 25 Fort Bend County Information Technology

CONTRACT NO: PLW-07621

F. The Customer's Billing Address (Sites 1-7)

 Fort Bend County - Purchasing 301 Jackson, Suite 201 Richmond, TX 77469 Phone: 281.341.3759

Billing contact: Accounts Payable

Customer's Billing Address (Site 8)

Fort Bend County Sheriff's Office Commissary 1410 Williams Way Richmond, TX 77469 Phone: 281.341.4735

Billing contact: Commissary Sergeant

G. Phonoscope's Remittance Address

 Phonoscope Light Wave, Inc. 6105 Westline Drive Houston, Texas 77036 713.272.4600 Accounts Receivable

H. The Recurring Monthly Fees and Payment Terms

Customer shall remit a total monthly recurring fee of Seven Thousand Five Hundred Forty and No/100 Dollars (\$7,540.00), plus any applicable taxes, regulatory fees and/or building access fees for this Service Order. See Exhibit A for specific Monthly Recurring Rates, detailed per site.

Non-recurring Aid-to-Construction/Provisioning Costs Non-recurring provisioning costs for this Service Order will be waived.

J. Notices

To Phonoscope:

· Phonoscope Light Wave, Inc. 6105 Westline Drive Houston, Texas 77038 Phone: (713) 272-4600 Attn: Contract Administration e-mail: mhughes@pslightwave.com

To Customer:

 Fort Bend County Information Technology 500 Liberty Richmond, TX 77471 Phone: 281.341.4584 Attn: Charles King

e-mail: charles.king@fortbendcountytx.gov

K. Representatives

To Phonoscope:

 Robert Jacobs IT & Data Director Phone: 832.615.7742

e-mail: robert@phonoscope.com

David Caddle

Vice President of Operations Phone: 832.615.7721

e-mail: dcaddle@phonoscope.com

Mike Mason

Business Development Consultant

Phone: 832.615.7741

e-mail: mmason@pslightwave.com

To Customer:

· Charles King I.T. Infrastructure Manager Phone: 281.341.4584

e-mail: charles.king@fortbendcountytx.gov

Initials: Phonoscope:

Confidential & Proprietary

Page 2 of 4

Customer:

Internet Service Addendum - Service Order 25 Fort Bend County Information Technology

CONTRACT NO: PLW-07621

It is requested that the Customer assign a technical representative and that the individual be available during the installation process.

L. Agreements

All services performed under this Service Order are subject to the terms of the Internet Service Agreement and any Addenda thereto between Phonoscope and the Customer. Special conditions are noted on this form.

M. Infrastructure Compatibility

All Customer-connected equipment should support the appropriate Ethernet signaling and port speed for the contracted service.

N. Funding Out Clause

This Service Order is a commitment applicable to the Customer's current appropriated annual budget year revenue only. The Customer retains the continuing right to terminate the Service Order at the expiration of each annual budget year during the term of the Service Order, and is conditioned on the best effort attempt by the Customer to appropriate funds for payment of the Service Order for the next annual budget year during the term of the Service Order. Should the customer terminate this Service Order prior to the end of the current annual budget year for which funds have been appropriated. Customer shall remain obligated to pay fees accrued prior to such cancellation and one hundred percent (100%) of the balance of the appropriated funds for the current annual budget year revenue only. Customer shall not be liable for funds which have not been appropriated.

O. Customer Authorization

The Customer hereby authorizes Phonoscope to set up an account in its name and to enter its place of business to activate the network service. The Customer acknowledges that a Phonoscope Service Representative will contact the Customer to confirm and schedule the order.

P. Early Termination

During the term for this Service Order, and any automatic renewals, in the event that Customer desires to terminate this Service Order, Customer will pay to Phonoscope Fifty percent (50%) of the monthly rate for the remainder of the term.

IN WITNESS WHEREOF, Phonoscope and the Customer have executed this Addendum as evidenced below:

FORT BEND COUNT

Robert E. Hebert By: County Judge Title:

10-13 2014

Date Signed

PHONOSCOPE LIGHT WAVE, INC.

By: Rhonda Cumming

President

Date Signed

Initials:

Phonoscope Customer:

Internet Service Addendum – Service Order 25 Fort Bend County Information Technology

CONTRACT NO: PLW-07621

EXHIBIT A

Site	Service Service		SERVICE LOCATION	MRC	
1	04112, SO1.CO1 100Mbps		100Mbps	George Memorial Library 1001 Golfview Richmond, TX 77469	\$2,100.00
2	2 07242, SO9.CO10 100Mbps		100Mbps	Office of Emergency Management 307 Fort Street Richmond, TX 77468	\$1,400.00
3	07205, SO21 50Mbps 50Mbps Fort Bend Administration Bldg. 1003 Golfview Richmond, TX 77469		\$1,000.00		
4	004759, SO17	004759, SO17 5Mbps 10Mbps Ft. Bend County, Employee Medical Clinic 301 Jackson Richmond, TX 77469		\$650.00	
5	004571, SO15	5Mbps	5Mbps	Road & Bridge 4310 FM2218 Richmond, TX 77469	\$350.00
6	07366, SO9.CO11	50Mbps	50Mbps	Fort Bend County Fairgrounds 4310 Highway 36 South Rosenberg, TX 77471	\$1,000.00
7	004532, SO16	10Mbps	20Mbps	County Sheriff's Office 1410 Williams Way Richmond, TX 77469	\$745.00
8	07424, SO16.CO1	5Mbps	5Mbps	Sheriff's Office (Video visitation purposes) 1410 Williams Way Richmond, TX 77469	\$295.00

Initials: Phonoscope; _____Customer:





5959 Corporate Drive - Ste. 3300 Houston TX 77036

www.pslightwave.com

				C	ONTRACT NO:	11	211	
	Date:	5.24.17			Campaign No:	20170	301-SEC	
	Consultant:	Mike Mason	Email:			lightwave.com		
and Condi	Name: The Darties conse	nt to the use of electronic signatu	ires and records, i	ncluding those i	n connection wi	th this order, ar	nd agree	they
and the state of	monte to each other ele	ectronically. Additional business to	erms, conditions,	escalation, servi	ce level agreemi	ent and accept	able use	policies
	oc Lightwaye's webs	ite at www.pslightwave.com and i	are incorporated	herein as referei	ncea (with the ex	xception of prev	nously e	xecutea
Jacom municati	one Master Service Agre	ements). NOTHING IN THIS ORDI	ER SHALL CREATE	ANY CONTRACT	UAL RELATIONS	HIP BETWEEN	PS LIGH	TWAVE
ND THE CUSTO	MER UNTIL PS LIGHTWA	VE'S ISSUANCE OF A FIRM ORDER	R COMMITMENT	DATE (FOC DATE	}.			
	TOMER INFORMATION &							
	Fort Bend County		BILLING (co	mplete is differe	nt from Contact	Info):		
	Jane Long Building , 500) Liberty	301 Jackson S	ite. 201, Richmo	nd, TX 77469			
City/State/ZiP:	Richmond, TX 77469							
	281.341.4584							
Contact/Title:								
	charles king@fortb	endcountvtx.gov						
E-ividii.	TECHNICAL CONTACT(

Contact/Title								
Phone								
E-Mail						0.020.000.000.000.000.000		
ECTION 2: OF	RDER PROFILE		10	Culturia	ETD.	50%		
Type:	New		Customer:	Existing	ETP:			
Term:		-year automatic renewals		following execu	ution of both par	rties		
SECTION 6: S	ITE information (if multi	ple sites, enter as attachment on s	eparate sheet)					
Site		(Street, Ste., City, ZIP)	Site		Address (Stree	t, Ste., City, ZII	P)	
1	Jane Long Building , 50	0 Liberty, Richmond, TX 77469		1				
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	1							
	1							
SECTION 7: C	RDERED SERVICES/EQUI	PMENT (*Pricing may be subject to a	dditonal regulatory)	lees, taxes and/or	building access fee	s. Tax rates are s	ubject to	change.
Non-Recurring (Costs (NRC) shall be invoiced	upon service provisioning).						
Service		Description		Quantity	Price*	Monthly Recurring*	Insta	illation*
	(22214) (-1222)			T		\$ -	\$	300.00
IP.	300 Mbps Internet			and the same of th		\$.	•	300.00
*				transferance (9	\$ -		
-				A-000 va	200			
*						\$ -		
*				***		\$ -		
*				acordic is		\$		
-				(According		\$ -		
	sudit*				Totals	\$ -	\$	300.00
SECTION 8: 5	SPECIAL INSTRUCTIONS							
NOTE: Month	v recurring cost is include	ed on PLW-11310 (SO25.CO1) in th	e amount of \$1,5	75.00 per moth.				
MOTE: MORUM	A LECOLLING COSC IS INC.	•						
		TOTAL TOTAL TOTAL NAME OF THE PARTY OF THE P	TE DE LICUTAVA	CIC ACCEPTANCE	OF THIS OPPOS	CHICTOMAED	CODECE	NITE AND
SECTION 9: A	JTHORIZATIONS - ISSUA	NCE OF A FOC DATE SHALL INDICA LAUTHORITY TO ENTER INTO THIS	ACREMENT	E S ACCEPTANCE	OF THIS ORDER	COSTOMER	CFRESE	MIS AND
WARRANTS TH		LAUTHORITY TO ENTER INTO THIS	AGRECIVIEW.		d			
Customer:	FORT BEND COUNTY			PSHOHTWAY	9, INC.	P .	1	
				1X/19	2910 //	Innu]	
				410	UIC (V ****	X	
Name/Title:				Rhonda cook	- President	1	401	4
				17	Santa	mores !	101-	1-
Date:				Date: /L	My	, , 0	1	/
					I Version	n: SBD:SO.032417	. /	

Exhibit D



5959 Corporate Drive - Ste. 3300 Houston TX 77036

NAME OF THE PROPERTY AND THE PROPERTY AN

					CON	TRACT NO:	PLW-11309	(SO24.CO1)
	8	06.23.17				npaign No:		615-SEC
	Date:	Mike Mason	Emai				lightwave.com	
ovide documer reviewed via P	nts to each other electro S Lightwave's website a Long Master Service Agre	ent to the use of electronic sign nically. Additional business ter t www.pslightwave.com and ar ements). NOTHING IN THIS OF IVE'S ISSUANCE OF A FIRM ORI	atures and records, rms, conditions, esca e incorporated here RDER SHALL CREATE	including those flation, service in in as referenced ANY CONTRAC	in co evel a d (wit TUAL	nnection wit greement as h the except	h this order, and acceptable usion of previously	se policies may y executed
	TOMER INFORMATION							
	Fort Bend County		BILLING (co	omplete is differ	rent fr	rom Contact	Info]:	
	500 Liberty		301 Jackson	- Ste. 201				
	Richmond TX 77471		Richmond T)	77469				
Phone:	***************************************	one transferrance (PMM) results are considerated as the constraint of the constraint	281.34.1375	9	100,000			
Contact/Title:			Purchasing					
E-Mail:								
	TECHNICAL CONTACT(5)						
Contact/Title	Charles King	4 (- 1) - 1 -						
	281.341.4584							
0.77.98.00.00	charles king@fortbend	countytx.gov						
	RDER PROFILE							
Type:	Renewal Upgra-	de	Customer:	Existing		ETP:	Other	Appropriated
Term:	AND DESCRIPTION OF THE PERSON NAMED IN COLUMN TWO IS NOT THE OWNER.	s w/23mth renewal*	ARO:	09.01.17 thru	09.3	0.18	***************************************	***************************************
		ple sites, enter as attachment o	n separate sheet)					
Site		(Street, Ste., City, ZIP)	Site		Å	idress (Stree	et, Ste., City, ZIF	P)
5140	See attached Exhibit A							
ACCURATE HER HER STATE OF THE S						4		
	-							
	-			1				W. W. S.
	-			1		***************************************		
Service	Costs (NRC) shall be invoiced	Description		Quantity		Price*	Monthly Recurring*	Installation*
EPL	See attached exhibit A	for individual site bandwidth in	ocreases	1			\$ -	5
EPL	Upgrade 5Mbps to 201	Mbps		18	\$	338.00	\$ 6,084.00	
EPL.	Upgrade 10Mbps to 20	OMbps		1	\$	338.00	\$ 338.00)
EPL	upgrade 10Mbps to 30	Mbps		3	\$	370.00	\$ 1,110.00	Ľ
EPL	Upgrade 10Mbps to 56	OMbps		10	\$	520.00	\$ 5,200.00	
EPL	Upgrade 20Mbps to 10	00Mbps		12	\$	601.00	\$ 7,212.00	
EPL	Upgrade 50Mbps to 1	00Mbps		5	5	601.00	\$ 3,005.00	1
EPL	Upgrade 50Mbps to 1	50Mbps		3	\$	800.00	\$ 2,400.00)
						Totals	\$ 25,349.00) \$.
SECTION 8: S	SPECIAL INSTRUCTIONS			***************************************	-			
- www.tiscit.bi. s	SPECIAL INSTRUCTIONS				n.J 7			
Upgrades and r Three (3) sites t Fuqua @ 7133 Consolidates St	renews 51 sites from PLW terminated during previo W. Fuqua. 026 (PLW-09468) dated (0-07620 (effective thru 07.31.1) us term: Site 46: EMS Squad 9 02.03.17 with this order to prov 09.30.18 (13mths) to coincide wive 10.01.18 thru 09.30.20 cont	@ 30626 5th Street ide for increased bavith County's current	; Site 47: EMS N ndwidth and co t budget cycle.	Medic termi Servic	7 @ 1040 in nus term. ce to remain	dustrial; Site 50	: Constable 2 -
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Upgrades and r Three (3) sites to Fuqua @ 7133 Consolidates So *Renewal term term for an add SECTION 9: AU WARRANTS TH	renews 51 sites from PLW terminated during previo W. Fuqua. 026 (PLW-09468) dated (o effective 09.01.17 thru (ditional 23 months effect JTHORIZATIONS - ISSURA IAT CUSTOMER HAS FULI	ous term: Site 46: EMS Squad 9 02.03.17 with this order to prov 09.30.18 (13mths) to coincide v ive 10.01.18 thru 09.30.20 cont	@ 30626 5th Street ide for increased ba with County's currentingent upon Commi	; Site 47: EMS N indwidth and co it budget cycle. ssioner's Court VE'S ACCEPTAN	Service appro	nus term. te to remain oval.	dustrial; Site 50	: Constable 2 -

EXHIBIT A

ite	Current Service	New Service	ALOC	ZLOC	MRC	
_	30,1100		George Memorial Library	Sienna Branch Library		
1	50Mbps	100Mbps	1001 Golfview	8411 Sienna Springs Blvd.	\$601.00	
			Richmond, TX 77469	Missouri City 77459		
_			George Memorial Library	Missouri City Library		
2	50Mbps	150Mbps	1001 Golfview,	1530 Texas Pkwy	\$800.00	
			Richmond, TX 77469	Missouri City 77489		
			George Memorial Library	First Colony Library		
3	50Mbps	100Mbps	1001 Golfview,	2121 Austin Parkway	\$601.00	
			Richmond, TX 77469	Sugar Land, TX 77479		
			George Memorial Library	Sugar Land Library		
4	50Mbps	100Mbps	1001 Golfview	550 Eldridge Road	\$601.00	
			Richmond, TX 77469	Sugar Land, TX 77478		
			George Memorial Library	University Library		
5	50Mbps	150Mbps	1001 Galfview	14010 University Blvd	\$800.00	
-	•		Richmond, TX 77469	Sugar Land, TX 77479		
			George Memorial Library	Cinco Ranch Library		
6 SOMbps	150Mbps	1001 Golfview	2620 Commercial Center Blvd.	\$800.00		
_			Richmond, TX 77469	Katy, TX 77494		
			George Memorial Library	Albert George Library		
7 10Mbps	30Mbps	1001 Golfview	9230 Gene Street	\$370.00		
	•		Richmond, TX 77469	Needville, TX 77461		
$\neg \uparrow$			George Memorial Library	Bob Lutts Library		
8 10Mbps	10Mhos	30Mbps	1001 Golfview	8100 FM 359 South	\$370.00	
			Richmond, TX 77469	Fulshear, TX 77441		
			George Memorial Library	Mamie George Library		
9	10Mbps	30Mbps	1001 Golfview	320 Dulles Avenue	\$370.00	
7	10111000		Richmond, TX 77469	Stafford, TX 77477		
			Jane Long Annex	EMS Squad 1		
10	SMbps	20Mbps	500 Liberty	3323 Richmond St.	\$338.00	
10	3.1.00		Richmond, TX 77469	Needville, TX 77461		
			Jane Long Annex	FBC Justice Center		
11	50Mbps	100Mbps	500 Liberty	1422 Eugene Heimann Circle	\$601.00	
**	Solviops		Richmond, TX 77469	Richmond, TX 77469		
			Jane Long Annex	EMS Medic 8		
12	5Mbps	20Mbps	500 Liberty	6625 Sansbury Blvd.	\$338.00	
2.5	3,110,00		Richmond, TX 77469	Sugar Land, TX 77479		
			Jane Long Annex	Missouri City Annex		
13	20Mbps	100Mbps	500 Liberty	307 Texas Parkway	\$601.00	
X-13	201110		Richmond, TX 77469	Missouri City, TX 77489		
•			Jane Long Annex	Precinct 3		
14	20Mbps	100Mbps	500 Liberty	22333 Grand Corner	\$601.00	
7.4	20,110,00		Richmond, TX 77469	Katy, TX 77494		
			Jane Long Annex	George Memorial Library		
15	20Mbps	100Mbps	500 Liberty	1001 Golfview Rd.	\$601.00	
4.3	20		Richmond, TX 77469	Richmond, TX 77469		
	 		Jane Long Annex	Office of Emergency Mgt		
16	20Mbps		500 Liberty	307 Fort Street	\$601.00	
10	20,41013		Richmond, TX 77469	Richmond, TX 77469		
		 	Jane Long Annex	County Sheriff's Office		
17	50Mbps	100Mbps	500 Liberty	1410 Williams Way	\$601.00	
17	Scholore	* * * * * * * * * * * * * * * * * * *	Richmond, TX 77469	Richmond, TX 77469		

Site	Current Service	New Service	ALOC	ZLOC	MRC		
	Service	Service	Jane Long Annex	Juvenile Probation			
18	20Mbps	100Mbps	500 Liberty	122 Golfview	\$601.00		
10	Zowipha		Richmond, TX 77469	Richmond, TX 77469			
_			Jane Long Annex	Richmond Tax Office			
	20Mbps	100Mbps	500 Liberty	1317 Eugene Heimann Circle	\$601.00		
19	ZOMIDPS	100101000	Richmond, TX 77469	Richmond, TX 77471			
_			Jane Long Annex	Precinct One Building			
		100Mbns	500 Liberty	1517 Eugene Heimann Circle	\$601.00		
20	20Mbps	100Mbps	Richmond, TX 77469	Richmond, TX 77471	V002.00		
			Jane Long Annex	County Emergency Medical Srv			
		CONAL	500 Liberty	4332 Highway 36S	\$520.00		
21	10Mbps	50Mbps		Rosenberg, TX 77471	4320.00		
			Richmond, TX 77469				
			Jane Long Annex	Fairgrounds	\$338.00		
22	5Mbps	20Mbps	.500 Liberty	4310 Highway 36S	\$330.00		
			Richmond, TX 77469	Rosenberg, TX. 77471			
			Jane Long Annex	Precinct 4	****		
23 20Mbps		100Mbps	500 Liberty	12919 Dairy Ashford Rd.	\$601.00		
			Richmond, TX 77469	Sugar Land, TX 77478			
			Jane Long Annex	Emily Court Annex			
24	20Mbps	100Mbps	500 Liberty	12550 Emily Court	\$601.00		
			Richmond, TX 77469	Sugar Land, TX 77478			
			Jane Long Annex	Crabb Service Center			
25	10Mbps	50Mbps	500 Liberty	201 Payne Lane	\$520.00		
2.3 2011003			Richmond, TX 77469	Richmond, TX 77406			
			Jane Long Annex	Jake Dove Arcola Juvenile Camp			
30	3084bns	10Mbps	50Mbps	500 Liberty	400 Coen	\$520.0	
26	TOMOPS	зонюрз	Richmond, TX 77469	Rosharon, TX 77583			
			Jane Long Annex	EMS Medic 2	<u> </u>		
	2014	2014hma	5		\$338.00		
27	5Mbps	20Mbps	Richmond, TX 77469	Rosenberg, TX 77471	3336.00		
			Jane Long Annex	EMS Squad 5	\$338.00		
28	5Mbps	20Mbps	500 Liberty	2725 FM521	\$330.00		
			Richmond, TX 77469	Fresno, TX 77545			
			Jane Long Annex	Rose Annex			
29	20Mbps	100Mbps	500 Liberty	4520 Reading Road	\$601.00		
			Richmond, TX 77469 Rosenberg, TX 77471				
			Jane Long Annex	EMS Medic 9 – Willow Fork Fire			
30	5Mbps	20Mbps	500 Liberty	24655 Westheimer Parkway	\$338.00		
30			Richmond, TX 77469	Katy, TX 77494			
			Jane Long Annex	EMS Medic 3			
31	SMbps	20Mbps	500 Liberty	1514 Parkway Blvd	\$338.00		
31	Striops		Richmond, TX 77469	Sugar Land, TX 77478			
			Jane Long Annex	EMS Medic 4, Missouri City Fire			
- I	Cathon	20Mbps	500 Liberty	2496 Texas Parkway	\$338.00		
32	5Mbps	201VIUPS	Richmond, TX 77469	Missouri City, TX 77489			
			Jane Long Annex	Blume Complex			
	2011	100146		1124 Blume Rd	\$601.00		
33	20Mbps	100Mbps	Sichmond, TX 77469	Richmond, TX 77471	2001.00		
					 		
			Jane Long Annex	Building Maintenance	C220.00		
34	5Mbps	20Mbps	500 Liberty	902 Morton St	\$338.00		
			Richmond, TX 77469	Richmond, TX 77469			
			Jane Long Annex	FBC Senior Center			
35	20Mbps	100Mbps	500 Liberty	6530 Hobby Rd.	\$601.00		
			Richmond, TX 77469	Houston, TX 77053			
		1	Jane Long Annex	Road & Bridge Office			
36	5Mbps	20Mbps	500 Liberty	4310 FM2218	\$338.00		
			The same of the sa				

Site	Current Service	New Service	ALOC	ZLOC	MRC
	Service	<u> </u>	Jane Long Annex	Eldridge Annex	
37	5Mbps	20Mbps	500 Liberty	1809 Eldridge Rd.	\$338.00
"	J.V.Op.		Richmond, TX 77469	Sugar Land, TX 77478	
_			Jane Long Annex	EMS Medic 5	
38	5Mbps	20Mbps	500 Liberty	5955 Sienna Parkway	\$338.00
30	Siviups		Richmond, TX 77469	Missouri City, TX 77459	
			Jane Long Annex	Kitty Hollow Park	
	rash-a	20Mbps	500 Liberty	9555 Highway 6	\$338.00
39	5Mbps	2011000	Richmond, TX 77469	Missouri City, TX 77459	
			Jane Long Annex	Purchasing & Social Services	
	ma the sec	20Mbps	500 Liberty	9110 Long Street	\$338.00
40	5Mbps	20141003	Richmond, TX 77469	Needville, TX 77461	2330.00
			Jane Long Annex	JP #1, Place 1	1
		2014		3114 Rosenberg St.	\$338.00
41	5Mbps	20Mbps	500 Liberty		2330.00
			Richmond, TX 77469	Needville, TX 77461	-
			Jane Long Annex	Needville Road & Bridge Srvcs	+=====
42	10Mbps	50Mbps	500 Liberty	3743 School Street	\$520.00
			Richmond, TX 77469	Needville, TX 77461	
			Jane Long Annex	Child Advocacy	
43	10Mbps	50Mbps	500 Liberty	5403 Avenue N	\$520.00
			Richmond, TX 77469	Rosenberg, TX 77471	
			Jane Long Annex	Bulk Fuel Yard	
44	5Mbps	20Mbps	500 Liberty	2751 Klauke Rd	\$338.00
***	3,11003		Richmond, TX 77469	Rosenberg, TX 77471	
-+		1	Jane Long Annex	Road & Bridge, Precinct #2	
4	108 thor	50Mbps	500 Liberty	19310 Beechnut St.	\$520.00
45	15 10Mbps	20141053	Richmond, TX 77469	Richmond, TX 77407	
		-	Jane Long Annex	EMS Squad 9	
				30626 5 th St.	
46	Terminated		500 Liberty	Fulshear, TX, 77441	
			Richmond, TX 77469		-
			Jane Long Annex	EMS Medic 7	
47	Terminated		500 Liberty	1040 Industrial Blvd.	
			Richmond, TX 77469	Sugar Land, TX 77478	
T			Jane Long Annex	Rosenberg Boot Camp	
48	10Mbps	50Mbps	500 Liberty	3403 Avenue N	\$520.00
			Richmond, TX 77469	Rosenberg, TX 77471	
			Jane Long Annex	EMS Medic 10	
49	5Mbps	20Mbps	500 Liberty	2710 South Main	\$338.00
7.0	J		Richmond, TX 77469	Stafford, TX 77477	
		1	Jane Long Annex	Constable 2 – Fugua	
50	Terminated		500 Liberty	7133 West Fugua Drive	
50	reminieted		Richmond, TX 77469	Missouri City, TX 77489	
			Jane Long Annex	Four Corners	
		COMbas		15700 Old Richmond Rd.	\$520.00
51	10Mbps	50Mbps	S00 Liberty Richmond, TX 77469	Sugar Land, TX 77498	3520.0
		<u> </u>			
			Jane Long Annex	Fifth Street Community Ctr	45300
52	10Mbps	SOMbps	500 Liberty	3110 Fifth St.	\$520.0
			Richmond, TX 77469	Stafford, TX 77477	
			Jane Long Annex	Mustang Community Center	
53	10Mbps	SOMbos	500 Liberty	4521 FM 521 North	\$520.0
	97		Richmond, TX 77469	Fresno, TX 77545	
			Sheriff's Office	Texana Center	¢220.0
54	5Mbps	20Mbps	1410 Williams Way	5311 Avenue N	\$338.0
J***	3.2.mp3		Richmond, TX 77469	Rosenberg, TX 77471	
			Jane Long Bldg.		
	1	1		5855 Sienna Springs Way	4222
55	10Mbps	20Mbps	500 Liberty	Missouri City, TX 77459	\$338.0

Exhibit E



5959 Corporate Drive - Ste. 3300 Houston TX 77036

www.psl-ghtwave.com

						CO	NTRACT NO:	PLW-	11310 ((SO25.CO1)
	Dat	e:	06.23.17			Ca	ampaign No:		201706	15-SEC
	Consultar	nt:	Mike Mason	Emai			mmason@ps			
vide document reviewed via P recommunication THE CUSTOR	nts to each oth PS Lightwave's Ons Master Sea MER UNTIL PS	er electroni website at v rvice Agreen LIGHTWAVI	to the use of electronic signatically. Additional business term www.pslightwave.com and are inents). NOTHING IN THIS ORD PS ISSUANCE OF A FIRM ORDE	s, conditions, esca incorporated here ER SHALL CREATE	in as references ANY CONTRAC	d (w TUA	ith the except	ion of pre	viously i	executed
TION 1: CUST	TOMER INFOR	& NOITAM	CONTACTS							
Company:	Fort Bend Co	unty			implete is differ	rent	from Contact	Info):		
Address:	500 Liberty			301 Jackson	CANADA STATE OFFICE PRINTS AND ADDRESS AND ADDRESS OF				-	
City/State/ZIP:	Richmond TX	77471		Richmond TO				HELMONING NO.		
Phone:				281.34.1375	3					
Contact/Title:		w. Career 1911 Process Control		Purchasing						
E-Mail:				L					CONTRACTOR OF THE PARTY OF THE	
	TECHNICAL C	ONTACT(5)			and the state of t					
Contact/Title:	The distance of the contract o									
	281.341.458									
	: charles.king@		untytx.gov	1						
CTION 2: O	RDER PROFIL				E.d. et a -		CTO.	Other		A
Type:	Renewal	- in constant in interest	ation & upgrade	Customer	09.01.17 thru	.00		Other		Appropriated
Term:	Other		hs w/23 month renewal*	ARO:	09.01.17 thru	109.	.30.18			
SECTION 6: S	ITE Informatio		sites, enter as attachment on :						m. 7101	
Site	-		Street, Ste., City, ZIP)	Site	ELEC 2075		Address (Stre		ty, ZIP)	
1			ay, Richmond 77469	7		come green	, Richmond 7	e yezhoù kezek diouen et e ivez even	Dieber	and 77460
2	Road & Bridg	ge, 4310 FM	2218, Richmond 77469	8		m10-50mm	500 Liberty, R		***********	10110 77403
3			kson, Richmond 77469	9	Trane Long Bio	1g.,	SOU LIDERLY, N	Kunsona	77405	
4			ay, Richmond 77469							
S			6 S., Rosenberg 77471		1			·		
6	Library Adm	in, 1003 Gol	view, Richmond 77469			- Acc 227	dian severe for	Tow exten	e mea each	iner to change
SECTION 7: C	ORDERED SERV	ICES/EQUIP	MENT (*Pricing may be subject to a pon service provisioning).	idaitonai regulatory	rees, caxes anayor	Dun	ung uccess jee.	s. rustuite:	i wie suu	yect to thonge.
	CESTS (NAC.) STIGII	the statement of	Description		Quantity	Г	Price*	Mont		Installation*
Service					100000	Ļ		Recurr	mmilianumudi	
(P			ccess (no change)	and the second second	1.	\$	171.00 325.00		171.00 325.00	
IP			access (increase 5Mbps)		1 1	\$	413.00		413.00	
IΡ			access (increase 10Mbps)		1	\$	600.00		600.00	
IP			access (Increase 20Mbps)		2	5	700.00	45. Jackson - 11 July 19 - 15	400.00	
IP			net access (increase 50Mbps)		1	5	1,134.00		134.00	
IΡ			t access (increase 100Mbps)			\$	2,138.00		138.00	
IP			t access (increase 100Mbps)		1	\$	1,575.00		575.00	
IΡ	Site 9: 300N	/bps/Interne	T OCCESS.	observe eminin pro-ex-serve de conserve de	. J	3	Totals		756.00	.
						PARTITION OF	10(4)3	7 71	30.00	•
Upgrades and of Site 9: PLW-11	1277 - ISA.SO27	from PLW-0' will be void	7621 - ISA.SO25 (term effective ed and incorporated into this co .30.18 (13mths) to coincide wit e 10.01.18 thru 09.30.20 contin	nsolidated order h County's curren	upon the effect	Sen	vice to remain	c 2cucanie	ed for o	
SECTION 9: AI	UTHORIZATION HAT CUSTOME	NS - ISSURAN R HAS FULL /	CE OF A FOC DATE SHALL INDICAUTHORITY TO ENTER INTO THE	CATE PS LIGHTWA IS AGREEMENT.				ER CUSTO	IMER RE	EPRESENTS AN
Customer:	FORT BENC	COUNTY			PS LIGHTWA	TO.	R		b	
Name/Title:					Rhonda Oco Date: 15	*-	resident	mhei	120	114
Confidential						l	, l ve	rsion: SBO::	50.1212	16 /
-aidimeiting.						-			7.00	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

L of 1

					1011				
	Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	OFFICE USE ONLY CERTIFICATION OF FILING							
1	Name of business entity filing form, and the city, state and count of business.	Certificate Number: 2017-259407							
	PS Lightwave, Inc.								
	Houston, TX United States	Date Filed:							
2	Name of governmental entity or state agency that is a party to the	e contract for which the form is	09/12	9/12/2017					
	being filed. Fort Bend County		Date Acknowledged:						
3	Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.								
	PLW-11277, 11309, 11310	07000)	-1.50	sitos (saision) -					
	Renewal of E-Line Circuits at 54 sites (original contract PLW-07629); renewal of Internet access at 52 sites (original contract PLW-07621); addition of Internet access at Jane Long Bldg.								
4	at Intercented Dorby	City, State, Country (place of busin	1229		re of interest				
1	Name of Interested Party	ony, state, country (place of busine	-55,	Controlling	Intermediary				
_				207711.0311119					
С	addle, David	Houston, TX United States			×				
Р	S Lightwave, Inc.	Houston, TX United States	X						
c	ook, Rhonda	Houston, TX United States	×						
r									
r									
H									
H									
H									
F									
5 Check only if there is NO Interested Party.									
6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.									
	NANCY VALERIE JACKSON Notary Public, State of Texas Comm. Expires 02-26-2020 Notary ID 130556334 Signature of authorized agent of contracting business entity								
	AFFIX NOTARY STAMP / SEAL ABOVE								
	Sworn to and subscribed before me, by the said Rhonda Cook - Pi	resident, this the	121	thday of	September ,				
	20_17, to certify which, witness my hand and seal of office.								
	Mary Public Notary Public								
	The state of the s	of officer administering oath Title of officer administering oath							
	Signature of online and minimum of the								

CERTIFICATE OF INTERESTED PARTIES FORM 1295 1 of 1 OFFICE USE ONLY Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties. CERTIFICATION OF FILING Name of business entity filing form, and the city, state and country of the business entity's place Certificate Number: 2017-259407 of business. PS Lightwave, Inc. Date Filed: Houston, TX United States 09/12/2017 2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. Date Acknowledged: Fort Bend County 09/26/2017 3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract. PLW-11277, 11309, 11310 Renewal of E-Line Circuits at 54 sites (original contract PLW-07629); renewal of Internet access at 52 sites (original contract PLW-07621); addition of Internet access at Jane Long Bldg. Nature of interest City, State, Country (place of business) (check applicable) Name of Interested Party Controlling Intermediary Houston, TX United States Caddle, David Houston, TX United States X PS Lightwave, Inc. Houston, TX United States X Cook, Rhonda 5 Check only if there is NO Interested Party. 6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct. Signature of authorized agent of contracting business entity AFFIX NOTARY STAMP / SEAL ABOVE ____ day of ___ _, this the _____ Sworn to and subscribed before me, by the said ____ , to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

Exhibit 2



5959 Corporate Drive - Ste. 3300 Houston TX 77036

www.pslightwave.com

1.00				(CONTRACT NO:	PLW-10	0112
	Date:	9/21/2017			Campaign No:	2017022	8-SEC
	Consultant	Mike Mason	- Email:		mmason@psl		
vide documents	ons: The Parties consest to each other electrons throws we street at work and the street service Agrees	nt to the use of electronic signatures nically. Additional business terms, conww.pslightwave.com and are incorporements). NOTHING IN THIS ORDER SIVE'S ISSUANCE OF A FIRM ORDER CO	nditions, escala rated herein as HALL CREATE A	tion, service leving referenced (with NY CONTRACTURY)	el agreement and h the exception of JAL RELATIONSHI	f previously execu	ited
	OMER INFORMATION 8						
	Fort Bend County Sheri		BILLING (co	mplete is differe	ent from Contact I	Info):	
	1410 Williams Way					***************************************	
	Richmond, TX 77469				***************************************		
	281.341.4735				*************		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
	Debbie Kaminski						
E-Mail:	debbie.kaminski@	fortbendcountytx.gov					
1	TECHNICAL CONTACT(5)		********************			
Contact/Title:				24.24.24.86.86.10.10.87.01.89.78.97			***********
	281,341.4735			************************		ota ota 254 i dia mandri (n. 1 hais é de 1 mil 1 é si 2 2 mil	
E-Mail:	andy.patti@fortbe	endcountytx.gov					
ECTION 2: OR	DER PROFILE						
Type:	New		Customer:	Existing	ETP:	50%	
Term:	36 _{MTM}	auto renewals	ARO: 15-30 days				
SECTION 6: SI	TE information (If mult	iple sites, enter as attachment on sepo	arate sheet)				
Site	Addres	s (Street, Ste., City, ZIP)	Site			et, Ste., City, ZIP)	
Α	Sheriff's Office, 1410 \	Villiams Way, Richmond, TX 77469	Z	Tomball Radio	Tower, 15503 Br	rown Rd. Tomball	I, TX 77377
SECTION 7: O Non-Recurring C	ERDERED SERVICES/EQU Costs (NRC) shall be invoiced	IPMENT (*Pricing may be subject to addi d upon service provisioning). Description	tonal regulatory J	fees, taxes and/or Quantity	building access fees	Monthly Recurring*	lnstallation*
EPL	5 Mbps PTP Ethernet	Circuit		1	\$ 171.00	\$ 171.00	\$ 300.00
EPL	i i i i i i i i i i i i i i i i i i i		Marina Marina	1		\$ -	
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	adam manananan mananan		CONTRACTOR CONTRACTOR CONTRACTOR		Totals	\$ 171.00	\$ 300.00
SECTION 8. S	SPECIAL INSTRUCTIONS					0000000 000000000000000000000000000000	
SECTION 9: AU WARRANTS TH	JTHORIZATIONS - ISSUR AT CUSTOMER HAS FU	ANCE OF A FOC DATE SHALL INDICAT LL AUTHORITY TO ENTER INTO THIS A	E PS LIGHTWAY GREEMENT.	VE'S ACCEPTAN	CE OF THIS ORDE	R CUSTOMER RE	PRESENTS AND
Customer:	FORT BEND COUNTY	SHERIFF'S OFFICE	3003-Mgra-	PS LIGHTWA	ook		· · · · · · · · · · · · · · · · · · ·
Name/Title:				- 1	President Sont an	hr 20	17
Date:				Date: 21	(Jan	VIV	/
Confidential					Version:	SBD:SO.121216	



SERVICE ORDER

ww.pslightwave.c	com - 832.615.8000				Order No:	PLW	/-11735 ((SO24.C	(02)	
	Data	12.21.17		Campaign:	order No.	N/		,5024.0	/	
	Date: Consultant:	Mike Mason	 Emai		mmason@ps				\neg	
SCHOOL 1. CHE	TOMER INFORMATION		Lillar					10.15		
	Fort Bend County	d conners	BILLING (c	omplete is differ	ent from Contact	: Info):			\neg	
	500 Liberty			, ,		25 33				
	Richmond TX 77471									
Phone:										
Contact/Title:										
E-Mail:										
L-IVIGII.	TECHNICAL CONTACT	(S)						, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
Contact/Title:	L		<u> </u>							
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		tbendcountytx.gov	April 1990 - The Date of the Parks of the National	ner arterte eteke etekter bester terminanterheiten.	inatera da campenta da serbe da las del bedas habanas	an area and a record				
SECTION 2: OF	The second secon									
Type:	Relocation		Customer:	Existing	ETP:	Otl	ner	Approp	riated	
Term:	-		ARO:	60 Days						
	ITE information (If mui	ltiple sites, enter as attachment or		- 1-m						
Site		ss (Street, Ste., City, ZIP)	Site		Address (Stre	et, Ste.,	City, ZIP))		
ALOC		Liberty, Richmond 77469	ZLOC	EMS8, 6626 A	August Glen Drive	, Rosent	oerg			
ALOC	grammaticitated energy and many delivered of the sec	जामानं बोनं बेट ग्रंग व्यवस्थाताम्ब्लोगाय्ड्ट वेश इन्त्वेर व्यवस्थाता	non-state state	(Relocated from 6625 Sansbury Blvd., Sugar			Sugar Lar	Land 77479)		
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Non-Recurring (Costs (NRC) shall be invoice	ed upon service provisioning).			1	Mor	nthly		Participation of the Control of the	
Service		Description		Quantity	Price*		rring*	Instal	llation*	
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Kenewai reiiii.	05.01.17 1114 00.01.1									
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	erein as referenced. A Service Agreement.	aditional terms and conditions rel	lating to the provisi	offing of service	s under this serv	ice orde	i illay be	lound i	ii tile	
		v		P\$ LTGHTWA	WE INC					
Customer:	FORT BEND COUNT	1		7700						
				\mathcal{D}	bok					
				Rhonda Coo	ok - President					
Name-Title:				Date: 10	Farmer	m 7	018	5		
Date:				5410.	/ 00000		- 1			