

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

ADDENDUM TO VOICE NETWORK AGREEMENT

THIS AMENDMENT is entered into by and between Fort Bend County, a body corporate and politic, and Datavox, Inc., a company authorized to conduct business in the State of Texas.

THAT, WHEREAS, the parties have executed and accepted that certain Voice Network Agreement, (hereinafter the "Agreement"), attached hereto as Exhibit "A" and incorporated by reference; and

WHEREAS, the following changes are incorporated as if a part of the Agreement:

1. **Payment.** Datavox, Inc. shall submit to Fort Bend County two (2) original copies of invoices showing the amounts due for services performed in accordance with the procedures set forth in the attached Exhibit A. Fort Bend County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. Fort Bend County shall pay each such approved invoice within thirty (30) calendar days. Fort Bend County reserves the right to withhold payment pending verification of satisfactory work performed.
2. **Taxes.** Fort Bend County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.
3. **Applicable Law.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas. Venue shall lie in Fort Bend County, Texas, for any suit regarding the Agreement.
4. **Insurance.** Prior to commencement of the Services, Datavox, Inc. shall furnish Fort Bend County with evidence of all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to Fort Bend County. Datavox, Inc. shall maintain such insurance coverage from the time Services commence until Services are completed. Datavox, Inc. 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.
 - a. Datavox, Inc. shall obtain such insurance of the following types and minimum limits:
 - i. Workers' Compensation insurance in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

- ii. **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.
 - iii. **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.
 - iv. **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.
 - v. **Professional Liability insurance** with limits not less than \$1,000,000.
 - b. Fort Bend County and the members of Commissioners Court shall be named as additional insured to all required coverage except for **Workers' Compensation**. All Liability policies written on behalf of Datavox, Inc. shall contain a waiver of subrogation in favor of Fort Bend County and members of Commissioners Court.
 - c. If required coverage is written on a claims-made basis, Datavox, Inc. 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 2 years beginning from the time that work under the Agreement is completed.
5. **Limitation of Liability.** The section of the Services Agreement entitled Limitation of Liability shall be revised to read as follows: IN NO EVENT SHALL DATAVOX BE LIABLE TO FORT BEND COUNTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; DATAVOX'S ENTIRE LIABILITY AND FORT BEND COUNTY'S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO NONPERFORMANCE, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO THE AMOUNT WHICH HAS BEEN ACTUALLY PAID TO DATAVOX BY FORT BEND COUNTY FOR SERVICES AND/OR PERFORMANCE HEREUNDER.
6. **Limit of Appropriation.** Prior to the execution of this Agreement, Datavox, Inc. has been advised by Fort Bend County, and Datavox, Inc. clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that Fort Bend County shall have available the total maximum sum of seven hundred and sixty-one thousand two hundred and ninety-four dollars and 73/100 (\$761,294.73), including reimbursable expenses, if any, specifically allocated to fully discharge any and all liabilities which may be incurred by Fort Bend County. Datavox, Inc. does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Datavox, Inc. may

become entitled to hereunder and the total maximum sum that Fort Bend County shall become liable to pay to Datavox, Inc. hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of seven hundred and sixty-one thousand two hundred and ninety-four dollars and 73/100 (\$761,294.73) for all products and services described herein.

7. **Reimbursables.** All travel reimbursements are subject to the Fort Bend County Travel Reimbursement Requirements for Fort Bend County Vendors.

DATAVOX, INC.

By:


Authorized Agent – Signature

Steve Ferguson
Authorized Agent – Printed Name

Title:

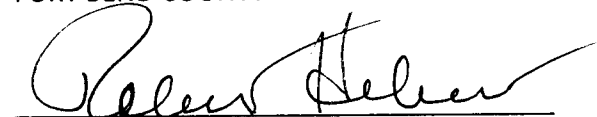
Pres D&DT

Date:

3/29/11

FORT BEND COUNTY


By:

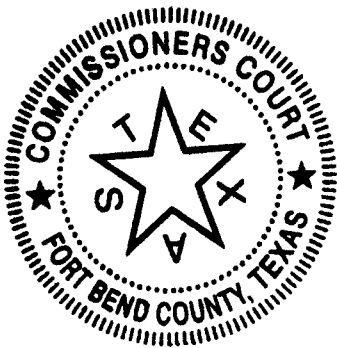

Robert E. Hebert, County Judge

Date:

4-5-2011

ATTEST:


Dianne Wilson, County Clerk



PS: File No. 3838: 03.23.11

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 761,294.73 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

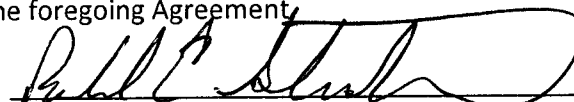

Robert Ed Sturdivant, County Auditor

EXHIBIT A



Fort Bend County Voice Network – Scope of Work

Scope of Work Approvals

Parties to Agreement

This Statement of Work ("SOW") is made and entered into between DataVox, Inc., 2000 West Sam Houston Parkway South, 9th Floor, Houston, TX 77042 ("DataVox") and Fort Bend County, Richmond, Texas 77469 ("Fort Bend County or Customer"), as of the date last written below ("Effective Date").

Terms

The customer agrees to purchase, and Datavox agrees to provide certain services and deliverables ("Services") as defined in this SOW, subject to the terms and conditions that follow. The terms of this SOW are limited to the scope of this SOW and shall not be applicable to any other SOWs.

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Approval Signatures

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have caused this SOW to be duly executed.

DataVox, Inc.

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

Fort Bend County

By: _____
(Signature)

Name: _____

Title: _____

Date: _____



Fort Bend County Voice Network – Scope of Work

Roles and Responsibilities

This project will involve cooperative efforts of multiple organizations. A high level description of the various organizational roles is provided below.

Fort Bend County

- Attend and actively participate in project meetings as required
- Coordinate scheduled work windows
- Coordinate meetings with the network team as needed
- Provide DataVox with access to all sites and devices as needed
- Manage and communicate change windows with key stakeholders
- Provide acceptance of each phase

Datavox

- Provide project management for the overall project deliverables
- Attend and actively participate in project meetings as required
- Continue to evolve details as needed based on findings
- Coordinate implementation and programming activities with 3rd parties as required
- Complete work defined the Project Plan as developed
- Perform knowledge transfer to Fort Bend County technical team
- Provide project deliverables as defined by the Project Plan

Project Resources

DataVox will assign a lead project engineer who will remain in this role throughout the project. The lead project engineer will incorporate additional engineering resources in the project as needed. All personnel will have the requisite certifications and skills necessary to perform as experts to fulfill the project scope. DataVox strives to keep the same project team intact throughout the project but reserves the right to make changes to the team as necessary. DataVox will notify Fort Bend County of any changes made to the team resources.

Project Objectives

The primary objectives of this project are as follows:

- Install new servers in Data Center to act as core of County-wide voice network;
- Install new gateways/phones to support users in Justice Center;
- Install Voice mail system to support users in Justice Center; and
- Ensure users in Justice Center can reach other Fort Bend County users simply (via 4 digit dialing).



Fort Bend County Voice Network – Scope of Work

Project Plan

This multi-phased project requires close communications between all parties involved in order to successfully meet the objectives of Fort Bend County in the timeframes outlined. Failure to meet those timelines will result in both operational and financial impacts to the County.

Phase I – Installation of Equipment

1. Install Equipment at Jane Long Building/Data Center
 - Avaya Session Manager – DL360
 - Avaya System Manager – DL360
 - Avaya Communication Manager – 2 x DL360
 - 5 x G650 Gateways with dual power supplies
 - Avaya Aura Messaging – R610
 - Avaya Aura Messaging – Message Store
 - Avaya Integrated Management – R610
 - Avaya Session Border Controller – DL360
2. Install Equipment at Justice Center
 - Avaya Session Manager – DL360
 - Avaya Communication Manager (Local Survivable Processor) – DL360
 - 2 x G450 Gateways with dual power supplies
 - 426 x 9611G IP telephone sets
 - 15 x 1692 IP Conference room telephone sets
 - Avaya Aura Messaging (Redundant Server) – R610
 - Avaya Session Border Controller – DL360
3. Install Equipment at Precinct 2
 - Avaya Communication Manager (Local Survivable Processor) – S8300
 - 1 x G430 Gateways with 80 additional DSP resources
 - 100 x 9611G IP telephone sets

Phase II – User Migration

4. Create QSIG/H.323 trunks between existing systems at Court House & JLB/DC
5. Identify Users to move to Justice Center
6. Migrate Users to Avaya Aura Messaging
 - JLB users as PILOT GROUP
 - Court House users as they move to JC

DataVox will develop a comprehensive, detailed project plan with dates, responsibilities and dependencies to encompass the deliverables in this SOW together with the deliverables in the Data Networking SOW upon commencement of the Voice Network project. DataVox will not program nor train users/administrators on Avaya Integrated Management application or the Session Border Controllers. The Session/System Manager functionality will be limited to CM/AAM integration.



Fort Bend County Voice Network – Scope of Work

Hardware/Software Configuration

The following Avaya hardware/software configuration will be deployed under this agreement:

Jane Long Building (Data Center)

Material Code	Qty	Description
Software		
229587	862	AVAYA AURATM R6 ENT ED MOVE LIC
225153	118	AVAYA AURATM ENTED R6 101-1000NEWLIC
181417	198	SIP TRUNK 1PT SFTW LIC
258372	192	AVAYA AURATM SBC SNGL SESR6 LIC
216890	1	SYSTEM MANAGER R6 LIC
700500980	1	AVAYA AURATM SBC R6 0.2 SYS PLTFM DVD
700500754	1	PROGNOSIS VOIP MONITORING R3 CD
Hardware		
263764	3	DL360G7SRVR CM5.2.1+ S/D/MBT/SBC
263764	1	DL360G7SRVR CM5.2.1+ S/D/MBT/SBC
700501092	1	DL360G7 SRVR 2CPU MID3
700501093	1	DL360G7 SRVR 2CPU MID4
263766	1	R610 SERVER 1CPU MID1 AIM LINUX BNDL
700394950	5	G650 MEDIA GATEWAY RHS
700470398	5	G650 AC/DC PWR SUP 655A RHS 8/6 NGS
700397284	4	G600/G650 TDM LAN CABLE KIT RHS
224274	2	IP320 MEDIA RESOURC TN2602AP NON GSA
224271	1	IPS12 CP TN23128P - NON GSA
224272	3	C-LAN INTF CP TN799DP - NON GSA
195313	2	COMPACT FLASH READER W/FLSHCRD RHS
700381254	1	COMPACT FLASH 128MB RHS
405362641	18	PWR CORD USA
700170012	4	CABLE GREEN 5 METER
700178056	1	CABLE GREEN 25 METER
700483524	3	24PT ANALOG LN CP TN783CP - NON GSA
700437924	2	CALL CLASSIFIER CP TN744FP
700483508	2	BUS TERMINATOR CP AHF110 - NON GSA
405362641	2	PWR CORD USA
700394992	1	EMERGENCY TRANSFER PANEL G3 RHS
Avaya Aura Messaging Solution		
Software		
244829	1	MSG R6.X 1 SEAT MAINSTRM NEW
244829	100	MSG R6.X 1 SEAT MAINSTRM NEW
244933	870	MSG R6.X 1 SEAT MAINSTRM MMIP
Hardware		
264181	1	R610 SRVR AAM 1CPU-LO HI-RAID 10K
405362641	2	PWR CORD USA



Fort Bend County Voice Network – Scope of Work

Justice Center

Material Code	Qty	Description
Hardware		
263704	2	DL360G7SRVR CM5 2.1+ S/D/MBT/SBC
700501092	1	DL360G7 SRVR 2CPU MID3
700450456	2	G450 MP80 W/POWER SUPPLY NON-GSA
700450472	2	80 CHANNEL DAUGHTERBOARD
700450498	2	G450 POWER SUPPLY
700466642	2	MM716 ANLG MEDIA MOD 24FXS - NON GSA
700012909	2	24 PORT LINE PATCH PANEL
700466626	4	MM711 ANLG MEDIA MODULE - NON GSA
700466634	1	MM710B E1/T1 MEDIA MODULE - NON GSA
700406101	1	DS1 LOOPBACK JACK 700A RHS
700395445	1	120A CSU CABLE 50FT RHS
405362641	9	PWR CORD USA
700394992	1	EMERGENCY TRANSFER PANEL G3 RHS
Avaya Aura Messaging Solution		
Software		
244933	430	MSG R6.X 1 SEAT MAINSTRM MMIP
Hardware		
264181	1	R610 SRVR AAM 1CPU-LO HI-RAID 10K
405362641	2	PWR CORD USA
Telephone Sets		
21	700473689	SPKRPH 1692IP POE
15	700289848	SPKRPH 1692/4690IP EXTD MICROPHONES
426	700480593	IP PHONE 9611G
40	700480643	BUTTON MOD 12B
447	700383326	96XX RPLCMNT LINE CORD
42	700383375	962008/11 WALL MOUNT

Precinct 2 (Missouri City)

Material Code	Qty	Description
Software		
229587	153	AVAYA AURATM R6 ENT ED MOVE LIC
Hardware		
700476393	1	G430 MEDIA GATEWAY NON-GSA
405362641	1	PWR CORD USA
700463532	1	S8300D SERVER - NON GSA
700406287	1	S8300/S8400 CD/DVD ROM DRIVE RHS
700450472	1	80 CHANNEL DAUGHTERBOARD
700466642	1	MM716 ANLG MEDIA MOD 24FXS - NON GSA
700012909	1	24 PORT LINE PATCH PANEL
700466634	1	MM710B E1/T1 MEDIA MODULE - NON GSA
700406101	1	DS1 LOOPBACK JACK 700A RHS
700395445	1	120A CSU CABLE 50FT RHS



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Telephone Sets

700480593	100	IP PHONE 9611G
700383326	100	96XX RPLCMNT LINE CORD

Avaya Software and Hardware Support

- **Software Support Plus Upgrades (year 1 of 3 year contract)**

Please note the following Software Support Plus Upgrades agreement is a THREE (3) YEAR AGREEMENT with Avaya, but the price quoted includes only one (1) year of support from Avaya. Additional years (year 2 and year 3) will be billed by DataVox annually, approximately eleven and twenty-three months after installation.

Qty	Product Code	Description
962	219654	SSU AURA R6 EE UMW/101-1K N AN
118	219654	SSU AURA R6 EE UMW/101-1K N AN
153	219654	SSU AURA R6 EE UMW/101-1K N AN
192	220540	SSU AV AURATM SBC R6.X CNGL SES AN
1	220300	SSU AURA MSG R6.X 1 SEAT MAINSTRM AN
100	220300	SSU AURA MSG R6.X 1 SEAT MAINSTRM AN
1100	220300	SSU AURA MSG R6.X 1 SEAT MAINSTRM AN

- **Avaya Hardware Support Agreement**

An Avaya Maintenance Agreement (Hardware Support), based on a three (3) year agreement, payable annually, *is included* in the price quoted on this Scope of Work. The price of that support is \$21,038.90 annually, payable in advance at the time of initial system order, based on 8 x 5 coverage and a three (3) year agreement. Additional years (year 2 and year 3) will be billed by DataVox annually, approximately eleven and twenty-three months after installation.

Knowledge Transfer

DataVox will provide training for System Administrators that reflect the programming of the Avaya equipment provided as a part of this project. This training will be conducted on Fort Bend County site by the DataVox engineer that performed programming and is focused on making the Fort Bend County personnel proficient in the daily administration of the systems. This training a basic understanding of telephony and Avaya systems IS NOT intended to be a substitute for formal, classroom training as part of a certification program.



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Project Deliverables

DataVox will coordinate a project wrap up meeting after completion of the project. The project wrap-up meeting will be used to review the project success and discuss lessons learned. DataVox will provide the following project deliverables at this time:

- Provide deployment documentation for the Avaya systems provided as part of this project at the completion of the implementation;
- Provide as built documentation that details the network configuration for all devices deployed as part of this project; and
- Provide project summary and technical knowledge transfer as part of project hand off.

Project Management Services

Within the scope of work, it is assumed that DataVox's project coordinator will provide and maintain a project schedule and manage all tasks conducted by DataVox (or DataVox subcontractors), including:

- DataVox will provide a Microsoft Project schedule;
- DataVox will work with Fort Bend County on a testing and go live time line which will be included in the project plan;
- Coordinate, monitor and manage tasks throughout the project and make adjustments as necessary to achieve project goals on schedule; and
- Communicate any changes to Fort Bend County that will impact the completion of any task on the project plan.

Out of Scope Tasks

Any item or task *not specifically enumerated* in this document will be considered outside the scope of this project and will be billable by DataVox as the rates shown below when proposed by DataVox and authorized by Fort Bend County in writing. No other charges will be allowed and no other services, items or tasks will be performed under this Agreement.

This scope is intended to cover the deployment of the Avaya equipment itemized within this document and *excludes* the following:

- Installation or programming of any equipment provided by Fort Bend County or procured from a vendor other than DataVox;
- Resolving interoperability issues with other vendors not acting as a sub-contractor to DataVox;
- Any engineering, or re-engineering, of existing equipment – whether previously supplied by DataVox or another vendor;
- Any re-installation, relocation or modification of previously installed equipment, conduit, cable rack(s) or fiber duct(s);



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- Coordination of the installation of cabling or inside wiring at any of the Fort Bend County facilities;
- Testing for network-wide integration of the Fort Bend County network;
- Cable lacing associated with equipment;
- Removal and disposal of any previously installed Fort Bend County owned equipment or cabling unless specifically outlined in this Scope of Work;
- Performing any work requiring an electrician;
- Any operating system patches or anti-virus software installation not specifically outlined in this Scope of Work;
- Any modification to existing Fort Bend County customized applications or 3rd party vendor solutions;
- Network issues, such as bandwidth, static, call quality (except as related to the equipment specified in this Scope of Work), packet loss, jitter, delay, etc.; and
- Any additional functionality not specifically outlined in this Scope of Work.

Payment

As this project is anticipated to span several months and may encounter certain unforeseen delays, while DataVox incurs significant costs during the project, payment for the project will be made by Fort Bend County upon the completion of certain project milestones as mutually agreeable by DataVox and Fort Bend County with a project completion date no later than July 31, 2011. The final billing for the project will be done on July 30, 2011, regardless of the status of uncompleted milestones, unless delays beyond this date are caused by DataVox or DataVox subcontractors.

Project Milestone	Invoice to cover:	In any event, no later than
Equipment Delivered to Site	All Avaya Hardware/Software outlined in this SOW	30 April 2011
Equipment Operational at Jane Long Building & Justice Center	75% of Professional Services relating to Jane Long Building & Justice Center	31 May 2011
Completion of all tasks in SOW relating to Jane Long Building & Justice Center	25% of Professional Service relating to Jane Long Building & Justice Center	30 June 2011
Equipment Operational at Precinct 2	100% of Professional Service relating to Precinct 2 installation	31 July 2011

Fort Bend County Responsibilities

In order to meet the deadlines of this project, it is vital that all parties work together towards the mutual goal of a successful project. While many of the tasks, as outlined, are the responsibility of



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DataVox, the project cannot be successful without the full support and participation of the Fort Bend County Information Systems department and County employees.

Specifically, Fort Bend County is responsible to:

- Designate a single point of contact (SPOC) for DataVox. This individual will have a thorough understand of the requirements of the County in an overall sense, the specific goals of this project, the technical environment and the responsibilities outlined in this Scope of Work. Additionally, this individual will be authorized to make binding decisions on behalf of Fort Bend County and authorize additional work, which may result in additional fees as outlined in this document;
- Complete forms and questionnaires in a timely manner as required by DataVox and sub-contractors working on behalf of DataVox;
- Provide accurate and current topology maps of the Wide Area Network (WAN) and Local Area Network (LAN) infrastructure;
- Provide dialing plans, numbering schemes and required call routing information;
- Provide access to all part of Fort Bend's network that are within the scope of this project, as required for the delivery of services in this Scope of Work;
- Provide network information as required by DataVox project team to ensure deployment of equipment can be done in accordance with industry standards;
- Provide end point IP addresses, VLAN assignments for trusted and un-trusted networks, port assignments and gateway IP addressing for edge routers at each location;
- Provide sufficient IP address space for Primary and Secondary utility addresses (network interface) for DataVox-deployed devices;
- Make available to DataVox the Avaya equipment to be returned to Avaya for credit within the appropriate timeframe:
 - Audix Server (MAP 50); and
 - Avaya telephone sets (a total of 215 sets) no longer in use after the move from the Court House to the Justice Center
- Conduct subscriber mailbox data gathering in accordance with DataVox provided instructions;
- Provide scripts for Automated Attendant, custom announcements and caller applications;
- Provide a sufficient area (room) with projector for training of Fort Bend County employees;
- Provide server as specified for deployment of Avaya Integrated Management (AIM) as well as computers attached to the Fort Bend County network that can access the AIM applications;
- Verify server readiness with Operating System, remote connectivity to Fort Bend County's network management servers and managed devices;
- Coordinate implementation of SIP trunks with network provider;



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- Participate in weekly project meetings and provide notification to DataVox on any changes that will impact the completion of any task on the project plan;
- Provide input to DataVox project team and approve the schedule PRIOR to the implementation phase of the project;
- Provide all power, heat and cooling in the equipment rooms as specified by Avaya/DataVox;
- Provide all network cabling (horizontal and station cabling) outside of the equipment room;
- Provide backbone (riser) cabling as required;
- Ensure participation of Fort Bend County employees in database gathering and training as requested by the DataVox project team;
- Provide a safe, clean and secure workplace free from interference for DataVox employees;
- Provide on-site parking and access to facilities for DataVox employees; and
- Provide secure on-site storage for all equipment, tools and devices belonging to DataVox for the duration of the project.

Project Cost

The entire project cost, including the equipment and DataVox Professional Services to perform the Scope of work as defined herein will cost \$ 619,839.04, including the first year of Software Support Plus upgrades. Including the first year of hardware maintenance, the total project cost will not exceed \$ 640,878.77, based on the equipment and services outlined herein.

The second and third year support costs will be \$ 60,207.98 (billed approximately eleven and twenty-three months after installation – without any changes to the bill of materials or scope of work), consisting of:

- Software Support plus upgrades: \$ 39,169.08
- Hardware Maintenance: \$ 21,038.90

Additional work performed outside of this Scope of Work, will be billable to Fort Bend County at DataVox's current labor rates. No work shall be performed by DataVox until and unless it is authorized in advance by Fort Bend County in writing. Any work performed by DataVox without the explicit, written authorization by Fort Bend County, will not be billable.

Alternatively, Fort Bend County may elect to purchase in advance a block of prepaid hours to be used for work to be performed by DataVox personnel not explicitly outlined in this Scope of Work. In that case, the written authorization by Fort Bend County personnel will enable DataVox to "deduct" the number of hours from the total block of hours purchased and available.



Fort Bend County Voice Network – Scope of Work

ADDITIONAL HOURLY BILLING PROCESS Prepaid hours will be used at the following rate:

	STANDARD HOURS	AFTER-HOURS	WEEKENDS	HOLIDAYS
Hours	M-F 8 a.m. to 5 p.m. (CST)	M-F 5 p.m. to 8 a.m. (CST) *	All Days & Hours *	All Days & Hours *
Hourly Rate	\$165 / hr.	1 1/2 hr. / hr. worked *	2 hr. / hr. worked *	2 hr. / hr. worked *
Onsite Bill Rate	(1 hr. minimum) 1 hr. increments	(2 hr. minimum) * 1 hr. increments	(2 hr. minimum) * 1 hr. increments	(4 hr. minimum) * 1 hr. increments
Remote Bill Rate	(1/2 hr. minimum) 1/2 hr. increments	(1 hr. minimum) * 1/2 hr. increments	(2 hr. minimum) * 1 hr. increments	(4 hr. minimum) * 1 hr. increments
Hours	M-F 8 a.m. to 5 p.m. (CST)	M-F 8 a.m. to 5 p.m. (CST) *	All Days & Hours *	All Days & Hours *

* THE HOURLY MINIMUMS LISTED FOR AFTER-HOURS, WEEKENDS AND HOLIDAYS ARE FOR HIGH PRIORITY, EMERGENCY SERVICE ONLY. Scheduled support outside of listed standard hours may vary from the above minimums. Resource availability and scheduling for non-emergency after-hours, weekend and holiday support is provided at the sole discretion of DataVox.

Terms and Conditions

Purchase Orders and Limitations of Warranties.

Any purchase order submitted by FORT BEND COUNTY in connection with this SOW shall be deemed subject to the terms of this SOW; DataVox's performance of such purchase order shall not constitute DataVox's acceptance of new or different terms, including pre-printed terms on such order. DataVox shall invoice FORT BEND COUNTY for services in accordance with the terms stated in the SOW. FORT BEND COUNTY shall pay all taxes, except for taxes due on DataVox's net income. DataVox warrants that services shall be provided by competent personnel in accordance with applicable professional standards. DataVox MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FORT BEND COUNTY acknowledges that DataVox, its vendors, and/or its licensors retain all patents and/or copyrights in and to all proprietary data, processes and programs, if any, provided in connection with services performed hereunder; any DataVox software provided to FORT BEND COUNTY as part of the services provided shall be subject to the vendor's copyright and licensing policy. To the extent such software is prepared by DataVox, it is provided by nontransferable, nonexclusive license for FORT BEND COUNTY's internal use only, subject strictly to the terms and conditions of this Agreement, and shall terminate upon termination or expiration of this Agreement. FORT BEND COUNTY shall not duplicate, use or disclose for the benefit of third parties, reverse engineer or decompile any such software.

Limitation of Liability

IN NO EVENT SHALL DATAVOX BE LIABLE TO FORT BEND COUNTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; DATAVOX'S ENTIRE LIABILITY AND FORT BEND



Fort Bend County Voice Network – Scope of Work

COUNTY'S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO THE AMOUNT WHICH HAS BEEN ACTUALLY PAID TO DataVox BY FORT BEND COUNTY FOR SERVICES AND/OR PERFORMANCE HEREUNDER.

Without limiting the foregoing, DataVox will have no responsibility for the adequacy or performance of (i) any third party software provided to DataVox under this agreement; (ii) any hardware, and (iii) any services provided by any third party.

Work Hours

DataVox has priced the professional service proposal assuming that all work will be done during normal business hours which DataVox defines as Monday – Friday, 8am – 5pm, excluding holidays. DataVox has accounted for two after hours activities which includes the system go live of the network and communication system. These project milestone activities can be scheduled outside of normal business hours Monday – Friday, excluding holidays. The start time for this activity can be scheduled to start no later than 7pm. Any request to perform the system go live or any other activity outside of normal business hours is considered outside the scope of work and will result in additional project costs. Scheduling and availability of resources outside of normal business hours is not guaranteed.

Non-Solicitation of Employees

Customer agrees not to hire or otherwise solicit employment of any DataVox employee for a period of two (2) years after the date of this agreement. Customer agrees that the damages to DataVox for any breach of this section will be substantial, but difficult to ascertain. Accordingly, if Customer breaches this agreement, it shall pay to DataVox an amount equal to the annual compensation of the DataVox employee solicited or hired, which amount shall be paid as liquidated damages, as a good faith effort to estimate the fair, reasonable and actual damages to DataVox, and not as a penalty. Nothing in this agreement shall be construed to prohibit DataVox from pursuing any other available rights or remedies it may have against the employee.

Travel Expenses

The customer is responsible for travel expenses incurred throughout the project. Travel expenses include airfare, accommodations, transportation and per diem. These expenses are passed from DataVox to the customer at the cost incurred.

Virus Protection

Customer agrees and understands it is Customer's responsibility to install and run an antivirus program on all workstations and servers at/or prior to installation. Customer agrees to take whatever steps Customer deems appropriate to ensure there is adequate and up to date virus protection on all workstations and servers. Customer expressly agrees that DataVox, Inc shall have no liability for the loss of any such data, downtime or other damage caused by a computer virus.



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Data Back-Up

Customer agrees to take whatever steps Customer deems appropriate to ensure there are adequate, up to date back-ups made of databases. DataVox assumes no responsibility for retaining a system backup or ensuring that standard system back up procedures are in place or operational. FORT BEND COUNTY is responsible for maintaining its own procedures for the reconstruction of lost or altered files, backup or saving of data or programs to the extent deemed necessary by FORT BEND COUNTY and for actually reconstructing any lost or altered files, data or programs. DataVox assumes no responsibility for the protection of FORT BEND COUNTY's data. DataVox is not liable for damage to software or data caused by service to the computer hardware equipment. FORT BEND COUNTY agrees that it shall have the sole responsibility for safeguarding the software and data during service work performed by DataVox. DataVox is not liable for software damage due to any outside factor, i.e. software virus.

Force Majeure, Choice of Law and Venue

Neither party shall be liable for any failure or delay in performance of its obligations hereunder where such performance is prevented or delayed by causes beyond its reasonable control, including without limitation, flood, war, embargo, strike or other labor dispute, riot, acts of God or the intervention of any government authority. This SOW and all matters relating thereto shall be governed exclusively by the substantive law of the State of Texas and any dispute relating directly or indirectly to this SOW or any other contract or agreement between the parties shall be brought in a court of competent jurisdiction in Harris and Fort Bend County, Texas, that being the exclusive venue for any dispute between or any claims held by any of the parties to this SOW.

Miscellaneous

This SOW constitutes the entire agreement of the parties and supersedes all prior written or oral agreements, representations and understandings relating to the subject matter hereof. This SOW shall not be amended or modified except by written instrument signed by the parties.