



MASTER NETWORKING SERVICE ADDENDUM  
FORT BEND COUNTY  
Service Order 14

As part of the Telecommunications Master Service Agreement by and between **Phonoscope, Inc.** (Phonoscope) with offices located at 6105 Westline Drive, Houston TX 77036 and **Fort Bend County** (Customer) with offices located at 4520 Reading, Ste. A, Rosenberg TX 77471, the parties agree to incorporate the following:

**A. Service Type and Order Placement**

Customer requests a 50Mbps Ethernet Circuit with a dedicated, high capacity, full duplex channel with a line speed of 100 Mbps data using 802.3x signaling and 802.3p/q VLAN and QoS configuration at each of the sites in Section B.

**B. Service Termination Sites**

Phonoscope will provide a connection between ALOC: Jane Long Annex, 500 Liberty Street, Richmond TX 77469 and ZLOC: Juvenile Justice Center, 1422 Eugene Heimann Circle, Richmond TX 77469.

**C. Commencement Date and Term of Services**

Service will be furnished no longer than One (1) day after the execution of this contract by both parties for an Initial Term of Five (5) Years. "Term" shall mean a term commencing on the Commencement Date and continuing for Sixty (60) full calendar months. The Initial Term shall be complete on the last day of the Sixtieth (60<sup>th</sup>) month. At the end of the initial term, this Agreement shall continue on a month-to-month term, 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 request its intent to exercise its option to renew this Agreement via certified mail, return receipt requested, 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 may 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.

**G. Customer's Billing Address**

Fort Bend County Purchasing  
4520 Reading Road - Ste. A  
Rosenberg TX 77471  
Billing contact: Accounts Payable  
Phone: 281.341.3759

**H. Phonoscope's Remittance Address**

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

**I. The Recurring Monthly Rates and Payment Terms**

Customer shall remit One Thousand Three Hundred Fifty and no/100 Dollars (\$1,350.00) plus applicable taxes and regulatory fees each full or pro-rated month during the term of this agreement. Should Customer notify Phonoscope of their desire to relocate the service during the term of this Agreement, Customer shall retain the existing recurring monthly rate for the remainder of the term.

The Customer has the right to review market pricing for data circuits during the thirty-sixth (36<sup>th</sup>) month of the sixty (60) month contract. If during the thirty-sixth (36<sup>th</sup>) month of the sixty (60) month contract, the County finds a better value with pricing and circuit speed (based on competitive vendor quotes for the same services and terms provided by Phonoscope in the Service Orders), Phonoscope shall reduce the monthly pricing and terms commencing in the thirty-seventh (36<sup>th</sup>) month to match the competitive vendor quotes and terms, for the remainder of this Service Order.

**J. Non-recurring Aid-to-Construction/Provisioning Costs**

Non-recurring costs shall be waived for this service order. Should Customer notify Phonoscope of their desire to relocate the service site during the term of this Agreement, Customer shall have the option to pay Phonoscope for such costs, or terminate service.

**K. Notices**

**To Phonoscope:**

- Phonoscope, Inc.  
6105 Westline Drive  
Houston, Texas 77036  
Phone: (713) 272-4600  
Attn: Contract Administration  
e-mail: nancy.jackson@phonoscope.com

**To Customer:**

- Fort Bend County Purchasing  
4520 Reading Road - Ste. A  
Rosenberg TX 77471  
Phone: 281.341.3759  
Attn: Cheryl Krejci  
e-mail: krejcche@co.fort-bend.tx.us

**L. Representatives**

**To Phonoscope:**

- Robert Jacobs  
IT & Data Director  
Phone: 832.615.7742  
e-mail: [robert@phonoscope.com](mailto:robert@phonoscope.com)
- David Caddle  
Vice President of Operations  
Phone: 832.615.7721  
e-mail: [dcaddle@phonoscope.com](mailto:dcaddle@phonoscope.com)
- Mike Mason  
Business Development Consultant  
Phone: 832.615.7741  
e-mail: [mmason@phonoscope.com](mailto:mmason@phonoscope.com)

**To Customer:**

- Kenneth Ford  
Title: Technical Services Manager  
Phone: 281.341.4588  
e-mail: [kenneth.ford@co.fort-bend.tx.us](mailto:kenneth.ford@co.fort-bend.tx.us)
- Phone:  
e-mail:
- Phone:  
e-mail:

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. M. 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. 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:

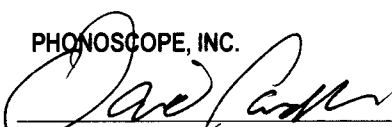
**FORT BEND COUNTY**

  
By: **Robert E. Hebert**  
Title: *County Judge*

Date Signed

*June 7, 2011*

**PHONOSCOPE, INC.**

  
By: **David Caddle**  
*Vice President of Operations*

Date Signed

*6/1/11*

ATTESTED TO THIS 7 DAY OF JUNE 2011  


Dianne Wilson, County Clerk

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 81,000 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

  
Robert Ed Sturdivant, County Auditor

