



CONTRACT NO. 004643
MASTER NETWORKING SERVICE ADDENDUM

FORT BEND COUNTY

Service Order 9 – Change Order 5

This Service Order 9, Change Order 5 ("Change Order") shall modify the original Service Order 9 ("Service Order") entered into pursuant to the Telecommunications Master Service Agreement Terms and Conditions, by and between **Phonoscope, Inc.** ("Phonoscope") with offices located at 6105 Westline Drive, Houston TX 77036 and **Fort Bend County** ("Customer"), with offices located 4520 Reading, Ste. A, Rosenberg TX 77471.

Phonoscope and Customer have mutually agreed to supercede, add to, and/or replace the following sections referenced from the Service Order as described herein correcting the ZLOC site for the 10Mbps connection originally identified between ALOC:Fort Bend IT/Jane Long Annex, 500 Liberty, Richmond TX 77469 and ZLOC:Precinct 2, 303 Texas Parkway, Missouri City TX 77489 as follows:

I. Service Termination Sites and Service Type

The correct sites for provisioning of the 10Mbps circuit provided for in Service Order 9 – Change Order 2 (Contract No. 003492) shall be ALOC:Fort Bend IT/Jane Long Annex, 500 Liberty, Richmond TX 77469 and ZLOC:Missouri City Annex, 307 Texas Parkway Missouri City TX 77489.

All provisions of Service Order 9 not amended by this Change Order shall remain in full force and effect.

IN WITNESS WHEREOF, Phonoscope and Customer have executed this Service Order 9, Change Order 5, as evidenced below:

FORT BEND COUNTY

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

11-22-2011
Date Signed

PHONOSCOPE, INC.

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

9/8/11
Date Signed

12/2/11 2 originals returned to Cheryl at Purchasing

Initials: Phonoscope: DC
Customer: CDK



**MASTER NETWORKING SERVICE ADDENDUM
FORT BEND COUNTY
Service Order 9 - Change Order 6**

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 Ethernet Circuits 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.

Additionally, Customer requests Fifty (50) Mbps, of high speed Internet access over a wide area Ethernet network to be provisioned in the Customer's site at the Office of Emergency Management, 307 Fort Street, Richmond TX 77468.

B. Service Termination Sites

Phonoscope will provide circuit connections the following sites:

5Mbps/Circuits:

ALOC	ZLOC
George Memorial Library 1001 Golfview - Richmond TX 77469	Bob Lutts Fulshear / Simonton Branch Library 8100 FM359 South - Fulshear TX 77441
George Memorial Library 1001 Golfview - Richmond TX 77469	Mamie George Branch Library 320 Dulles Avenue - Stafford TX 77477
George Memorial Library 1001 Golfview - Richmond TX 77469	Albert George Branch Library 9230 Gene Street - Needville TX 77461
Fort Bend Information Technology / Jane Long Annex 500 Liberty - Richmond TX 77469	Bulk Fuel Yard 2751 Klauke Road - Rosenberg TX 77471
Fort Bend Information Technology / Jane Long Annex 500 Liberty - Richmond TX 77469	EMS Medic 5 5955 Sienna Parkway - Missouri City TX 77459
Fort Bend Information Technology / Jane Long Annex 500 Liberty - Richmond TX 77469	Constable 2 - Fuqua 7133 West Fuqua Drive - Missouri City TX 77489
Fort Bend Information Technology / Jane Long Annex 500 Liberty - Richmond TX 77469	EMS Medic 10 2710 South Main - Stafford TX 77477
Fort Bend Information Technology / Jane Long Annex 500 Liberty - Richmond TX 77469	EMS Medic 7 1040 Industrial Blvd. - Sugarland TX 77478
Fort Bend Information Technology / Jane Long Annex 500 Liberty - Richmond TX 77469	Rosenberg Boot Camp 3403 Avenue F - Rosenberg TX 77471
Fort Bend Information Technology / Jane Long Annex 500 Liberty - Richmond TX 77469	Child Advocacy 5403 Avenue N - Rosenberg TX 77471
Fort Bend Information Technology / Jane Long Annex 500 Liberty - Richmond TX 77469	Road & Bridge - Precinct 2 19310 Beechnut Street - Richmond TX 77407
Fort Bend Information Technology / Jane Long Annex 500 Liberty - Richmond TX 77469	EMS Squad 9 30626 5th Street - Fulshear TX 77441
Fort Bend Information Technology / Jane Long Annex 500 Liberty - Richmond TX 77469	Kitty Hollow Park 9555 Highway 6 - Missouri City TX 77459
Fort Bend Information Technology / Jane Long Annex 500 Liberty - Richmond TX 77469	Four Corners 15700 Old Richmond Road - Sugarland TX 77498
Fort Bend Information Technology / Jane Long Annex 500 Liberty - Richmond TX 77469	EMS Squad 1 3323 Richmond Street - Needville TX 77461
Fort Bend Information Technology / Jane Long Annex 500 Liberty - Richmond TX 77469	Purchasing & Social Services 9110 Long Street - Needville TX 77461
Fort Bend Information Technology / Jane Long Annex 500 Liberty - Richmond TX 77469	JP#1 - Place 1 3114 School Street - Needville TX 77461

Fort Bend Information Technology / Jane Long Annex 500 Liberty - Richmond TX 77469	Needville Road & Bridge Services 3743 School Street – Needville TX 77461
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10Mbps/Circuit:

ALOC	ZLOC
George Memorial Library 1001 Golfview - Richmond TX 77469	Cinco Ranch Branch Library 2620 Commercial Center Blvd, Katy TX 77494

C. Commencement Date and Term of Services

Service will be furnished no longer than Ninety (90) and One Hundred Fifty (150) days 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 (60th) 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.

This Service Order is contingent upon Phonoscope building a connection from the Phonoscope fiber network to Fort Bend county sites in Needville and Fulshear. Should those connections not be constructed this Service Order shall be null and void.

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 Ten Thousand and no/100 Dollars (\$10,000.00)(5Mbps/Circuits: \$500 per site; 10Mbps/Circuit: \$1,000) 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.

Customer shall remit a monthly recurring fee of Two Thousand and no/100 Dollars (\$2,000.00) plus any applicable taxes, regulatory fees and/or building access fees for the provisioning of the Fifty (50) Mbps of Internet access.

The Customer has the right to review market pricing for data circuits during the thirty-sixth (36th) month of the sixty (60) month contract. If during the thirty-sixth (36th) 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 (36th) 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
- David Caddle
Vice President of Operations
Phone: 832.615.7721
e-mail: dcaddle@phonoscope.com

To Customer:

- **Library Sites Only:**
Danea Hall
Title: Special Project Manager
Phone: 281.341.2692 or 713.545.6058 (Cell)
e-mail: danea@fortbendlib.tx.us
- **Library Sites Only:**
Jill Sumpter
Technology Coordinator
Phone: 281.341.2630 or 713.545.6091 (cell)
e-mail: jsumpter@fortbendlib.tx.us

• Mike Mason
Business Development Consultant
Phone: 832.615.7741
e-mail: mmason@phonoscope.com

• Charles King
I.T. Infrastructure Analyst
Phone: 281-341-4584
e-mail: Charles.King@co.fort-bend.tx.us

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

11-22-2011

Date Signed

PHONOSCOPE, INC.

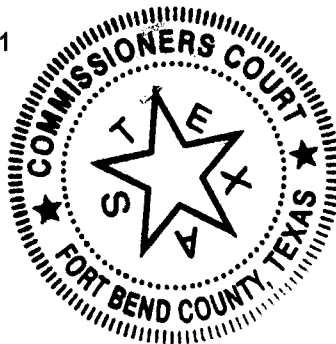
By: David Caddle
Vice President of Operations

Date Signed

ATTESTED TO THIS 22 DAY OF NOVEMBER 2011

Dianne Wilson, County Clerk

Dianne Wilson



Initials: Phonoscope: DL
Customer: [Signature]