



8650 West Sam Houston Parkway South | Houston, TX 77072 | Main 713-881-5300 | www.datavox.net

### PURCHASE PROPOSAL

This is a proposal for the purchase of the items described in the attached specifications, initialed by Buyer and DataVox; it shall become a binding contract when, but only when, signed by an authorized representative of DataVox. This proposal is in no way binding on DataVox until signed by it below.

#### PROPOSAL SUBMITTED TO

Fort Bend County Sheriff's Office

Company Name

1410 Ransom Road

Street

Richmond

TX

77469

City

State

Zip

Jeff Dixon

DataVox Sales Person's Name

#### PURCHASE PRICE:

\$ 110,734.00

Sales Tax: %

Amount: \$ -

#### PROJECT TOTAL:

\$ 110,734.00

#### Cash Purchase terms of Payment - according to DIR contract.

40% of Project Total on Deposit

\$ -

50% of Project Total on Installation

\$ -

10% of Project Total on Completion

\$ -

#### WHERE WORK SHOULD BE PERFORMED:

1410 Ransom Road

Street

Richmond

TX

77469

City

State

Zip

James Davis

Jamie McAllister III

Contact

281/905-4418

832/647-8485

Telephone

#### Lease Purchase Terms of Payment:

Terms: 60 months (FMV)

\*Payment per month

\$ -

\*Deposit (2) months

\$ -

\*Payment Excludes Sales Tax

#### Warranty Period (subject to Terms & Conditions on the

reverse of this page): Twelve (12) months

Approx. Installation Date:

30-Sep-13

### ACCEPTANCE OF PROPOSAL

When (but only when) signed by buyer and an authorized representative of DataVox this shall be a binding, legal contract.

The prices, specifications, and conditions in this proposal are satisfactory, and are hereby accepted in their entirety. Buyer hereby agrees to purchase the Equipment and authorizes DataVox to do the work, and provide the materials specified, and payment will be made as outlined above. The price quoted in this Proposal is based upon the Equipment included in the Proposal. Any changes in the Equipment or installation may result in a change in the price. Any such change must be in writing, signed by all parties.

DataVox reserves the right to modify payment terms at any time based on a review of the Customer's credit.

THIS AGREEMENT, WHEN SIGNED BY BOTH PARTIES (BELOW), SHALL BE GOVERNED BY THE TERMS AND CONDITIONS ON BOTH THIS PAGE AND THE FOLLOWING PAGES. THERE ARE NO OTHER AGREEMENTS, OR WARRANTIES, ORAL OR WRITTEN, EXCEPT AS EXPRESSLY STATED IN THIS PAGE OR THE REVERSE. THIS AGREEMENT CANNOT BE MODIFIED EXCEPT IN WRITING SIGNED BY BOTH PARTIES.

Buyer acknowledges having read and understood all of the terms and conditions printed above and on the following pages and acknowledges receipt of a complete executed copy of this Agreement. Buyer understands and agrees that this Proposal and all of the terms and conditions hereof shall be a binding, enforceable contract when signed by Buyer and by an authorized representative of DataVox.

DATAVOX, INC.

Steve Ferguson

CEO

9-13-2013

Title

Date

Fort Bend County Sheriff's Office

Troy E. Nalls

Troy E. Nalls

Sheriff of Fort Bend County

9-13-13

Title

Date

# Purchase Agreement Terms and Conditions

## 1. Changes

The Customer may, by written notice to DataVox, make changes within the general scope of this SOW, in any one or more of the following: (a) drawings, designs, or specifications; (b) project schedule, or (c) scope of services.

Should any such changes increase the cost of or the time required for the performance of this SOW, an equitable adjustment may be requested by DataVox in the price, project schedule or both. No claim by DataVox for such adjustment shall be valid unless submitted to the Customer in writing within thirty (30) days from the date of such change. Every claim must be accompanied by a detailed estimate of charges for materials, services, or both. Nothing contained in this section shall relieve DataVox from proceeding without delay in the performance of the services as changed. Any change to this SOW shall be made by written amendment signed by both parties.

## 2. Software Defect Resolution

DataVox shall use its best commercial efforts to troubleshoot software issues that may arise during the project. If a software issue is determined to be a software defect (previously documented or newly discovered), resolution of said issue is expressly outside of the scope of work. Issues of this kind do not constitute a valid reason for non-payment in full.

It is the responsibility of the customer and software manufacturer to resolve the issue. Should the Customer want DataVox to be involved in the process to downgrade, update, upgrade and/or test software releases, the Customer may authorize the out of scope expenses using the standard project change request process.

## 3. Creation of a Security Interest

Until such a time as Buyer had paid the agreed purchase price, Seller hereby retains and Buyer hereby grants a purchase money security interest in the described equipment. In connection therewith, Buyer agrees to execute all instruments (including financing statements) deemed necessary by Seller under applicable law to establish, maintain and continue perfected Seller's purchase money security interest in the equipment or otherwise protect its rights in and to said equipment.

## 4. Limitation and Exclusion of Warranties

Except as otherwise provided herein, Seller hereby warrants the described equipment against defective parts for a period of year(s) - *as specified on front page* - from the date of installation and warrants that the installation of said equipment shall be performed in a workmanlike manner. Buyer acknowledges that Seller may provide products and services manufactured or provided by others. Seller makes no independent warranty with respect to such products and services provided by third parties. Buyer acknowledges and agrees that Seller shall have no responsibility or liability for products or services manufactured or provided by any third party. Subject to payment by Buyer of all amounts due under this Agreement, Seller hereby transfers any transferable warranties from the manufacturers of products and services provided under this Agreement. Buyer's exclusive remedy under these warranties shall be the repair and replacement by Seller at Seller's expense of non-conforming equipment or parts thereof with reasonably equivalent equipment or parts; unless, however, the equipment or any part thereof is damaged or rendered unserviceable as a result of Buyer's negligence, abuse, mishandling, attempting to connect the equipment to direct current, or damaged by lightning or acts of God in any of which case or cases, Seller shall have no obligations to Buyer.

All DataVox, Inc. systems are proposed with the requisite battery back-up options. Should Buyer elect to remove the option with the intent to utilize a Buyer provided battery back-up or if Buyer elects to disregard the option for a battery back-up and in the event of failure which is directly attributed to not having a battery back-up, such service will be billed for time and materials.

THIS WARRANTY IS THE ONLY WARRANTY GIVEN BY SELLER, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED ARE EXCLUDED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE FACE HEREOF.

Voice and data transmission are provided by third parties, such as a telephone company or over the internet. Accordingly, DataVox cannot warrant that

# Purchase Agreement Terms and Conditions

such transmission will always be available or will be of acceptable quality. In particular, if Buyer elects to use the Voice over Internet Protocol (VoIP) to transmit voice over the internet, Buyer may experience (i) transmission that is not of uniform, reliable or acceptable quality; (ii) inability to connect directly to emergency and "911" services; and (iii) inability to connect to directory and operator assistance. Buyer should be aware that VoIP service is not regulated by the Federal Communications Commission (FCC) and the FCC does not provide certain consumer safeguards that are available in the traditional telephone environment. Only DataVox may perform service or maintenance on equipment covered by this warranty. IT IS EXPRESSLY AGREED AND UNDERSTOOD THAT THIS WARRANTY WILL BE NULL AND VOID IF ANY PERSON OTHER THAN A DATAVOX EMPLOYEE PERFORMS ANY SERVICE OR MAINTENANCE WORK ON THE EQUIPMENT COVERED BY THIS WARRANTY. In such event, DataVox shall have no further obligation or liability under this warranty.

## 5. Waiver, Amendment, Notice, Termination

Any waiver of rights hereunder or any amendment or requirement of notice of termination hereof shall not be effective unless made in writing and signed by the party against whom such waiver, amendment, notice or termination is sought to be enforced.

## 6. Risk of Loss; Non-Performance by Telephone Company and Others

Upon installation of the Equipment, Buyer shall bear the risk of loss regardless of any breach by Seller of any provisions hereof. Although DataVox, Inc. will or may assist Buyer by coordinating initiation or transfer of service through Southwestern Bell Telephone Company or other telephone companies or other third parties, Buyer assumes all risk of non-performance, including untimely or otherwise improper performance, of any such third parties; DataVox, Inc. and its employees assume no responsibility for any failings of these third parties or their service and equipment. With regard to VOICE MAIL systems, if any, Buyer further assumes all risk of malfunction and deficient or substandard performance caused by third party telecommunication transmission equipment, lines and systems, including pay phones, cellular phones and long distance services; DataVox, Inc. and its employees assume no responsibility for any

failings of these third parties or their service and equipment.

## 7. Virus Protection

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

## 8. Data Back-up

Buyer agrees to take whatever steps Buyer deems appropriate to ensure there are adequate, up to date back-ups made of all data on any computer, server, hard drive, or other storage device of Buyer. In the event of failure, it is expressly understood that DataVox will restore the most recent back-up for systems covered under warranty or maintenance. Any additional programming due to out of date database will not be covered under warranty or maintenance and will be billed on an hourly basis. Buyer expressly agrees that DataVox shall have no liability for the loss of any such data, which may occur during or after the installation process, or for any consequential damage resulting from any such loss of data.

## 9. Tax Obligation

Buyer will pay promptly when due all taxes, assessments and other charges levied or assessed by any governments or governmental agency upon the sale of the described equipment.

## 10. Non-Solicitation of Employees

Buyer agrees not to hire or otherwise solicit the employment of any DataVox employee for a period of two (2) years after the date of this Agreement. Buyer agrees that the damages to DataVox for any breach of this section will be substantial, but difficult to ascertain. Accordingly, if Buyer 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,

# Purchase Agreement Terms and Conditions

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.

## **11. Arbitration (This agreement is subject to binding arbitration)**

Any dispute between Buyer and DataVox, whether arising under this Agreement or otherwise, shall be settled finally, completely and conclusively by arbitration in Houston, Harris County, Texas, in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "Rules"), by one arbitrator chosen in accordance with the Rules. Arbitration shall be initiated by written demand by the party seeking arbitration. This agreement to arbitrate shall be specifically enforceable in the District Court of Harris County, Texas. A decision of the arbitrator shall be final, conclusive and binding, and judgment may be entered thereon in the District Court of Harris County, Texas, to enforce such decision and the benefits thereof. Any arbitration held in accordance with this paragraph shall be private and confidential and no person shall be entitled to attend the hearings except the arbitrator, you, your attorneys, and any designated representatives of DataVox, Inc. and its attorneys. The matters submitted for arbitration, the hearings and proceedings thereunder and the arbitration award shall be kept and maintained in strictest confidence by Buyer and DataVox, Inc. and shall not be discussed, disclosed or communicated to any persons. On request of either party, the record of the proceeding shall be sealed and may not be disclosed except insofar, and only insofar, as may be necessary to enforce the award of the arbitrator and any judgment enforcing such award.

## **12. Assignment**

Buyer may not delegate its performance or assign its rights under this Agreement except upon the express written consent of Seller.

## **13. Construction**

This writing constitutes the final agreement between the parties and is a complete statement of the terms of the agreement. No course of prior dealings between the parties or trade usage shall be relevant to determine the meaning of this Agreement. This

Agreement is entered into and shall be performable in the State of Texas.

## **14. Attorney's Fees**

Buyer shall pay to Seller all attorney's fees, court costs, and all other expense, which may be incurred by Seller in enforcing, or attempting to enforce, any of its rights under this Agreement, or against any guarantors hereof, or with respect to any matters connected with the subject matter hereof.

## **15. Severability**

This Agreement and all provisions hereof are intended to be severable, and this Agreement shall remain enforceable in the event any provision hereof is declared invalid.

## **16. 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 through Friday, 8:00am to 5:00pm, excluding holidays. The go live activity is the only activity in which DataVox will work after business hours. This project milestone activity can be scheduled outside of normal business hours Monday through Friday, excluding holidays. The start time for the go live activity can be scheduled to start no later than 7:00pm. 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 unless the Project Manager/Coordinator has approved it.

# Purchase Agreement Terms and Conditions

## 17. Travel

The Customer will be billed for Time Travelled and Travel Expenses outside of the Greater Houston area (Outside the greater Houston area is defined as greater than 50 miles one way from the DataVox Houston facility located at 6650 W. Sam Houston Parkway S., Houston, TX 77072.)

The Customer will be billed for the Time Travelled by each DataVox employee at half the cost of the DataVox billable rate per hour. This includes, for example, time spent on an airplane or driving in a car.

Travel Expenses will be billed back to the Customer as incurred. These expenses will include: airfare (coach) and mileage reimbursement (lodging, transportation, parking, and per diem.) DataVox adheres to the mileage reimbursement and per diem rates determined by the U.S. General Services Administration (GSA). These rates can be referenced on the GSA website.

## 18. Return Material Authorization

DataVox has a Return Material Authorization policy that explains product returns. Approval to return defective and non-defective products is at the sole discretion of DataVox. Products that are defective or dead on arrival (DOA) will be repaired, replaced, or credited according to the manufacturer's warranty. Products that are non-defective that are unopened and unused and can be resold as new may be returned subject to a fifteen percent (15%) restocking fee. Any custom ordered product cannot be returned. Additional detail concerning the DataVox Return Material Authorization policy is available upon request.

## 19. Currency

Unless otherwise specified, all currency listed in DataVox documentation is in US dollars.

Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

# **Jail LAN Upgrade Project**

## **Scope of Work**

**Prepared for: Fort Bend County Sheriff's Office**

**Presented on: 8/30/2013**

**Version 1.5**

The DataVox logo is displayed in a large, bold, italicized sans-serif font. The word "Data" is in a lighter weight than "Vox", and the "V" in "Vox" is significantly larger and more stylized, with a long, sweeping tail that extends to the right. The logo is white and is set against a solid black background that occupies the bottom third of the page.

***DataVox***



## **Fort Bend County Sheriff's Office Jail LAN Upgrade Project SOW**

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### **Revision History**

<b>Revision</b>	<b>Date</b>	<b>Name</b>	<b>Description of Change</b>
1.0	08/15/2103	Jeff Dixon	Initial draft
1.5	08/30/2103	Jeff Dixon	Added fiber jumper cables, updated price



**Fort Bend County Sheriff’s Office Jail LAN Upgrade Project SOW**

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## **Fort Bend County Sheriff's Office Jail LAN Upgrade Project SOW**

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### **1.0 Executive Summary**

This section summarizes the requirements of Fort Bend County Sheriff's Office and the solutions proposed by DataVox to meet the following objectives:

- Upgrading network with new high performing network equipment;
- Provide increased business continuity through a hierarchical, modular, resilient and flexible architecture and infrastructure services; and
- Provide secure access to Fort Bend County contractors.

#### **1.1 Overview**

This Scope of Work (SOW) defines the network upgrade services that DataVox will provide Fort Bend County Sheriff's Office. In addition, this document describes the DataVox project methodology, project deliverables, and the pricing for these services.

A copy of the Bill of Material (BOM) is available in the appendix.



## Fort Bend County Sheriff's Office Jail LAN Upgrade Project SOW

### 1.2 Primary Project Contacts

The table lists the primary DataVox and Fort Bend County Sheriff's Office contacts for this project.

DataVox		Fort Bend County Sheriff's Office	
Name/Role	Contact Information	Name/Role	Contact Information
Jeff Dixon/Account Manager	Phone: (713) 881-7420 Email: jeffd@datavox.net	[name]/[Title]	Phone: Email:
TBD/Project Coordinator	Phone: TBD Email: TBD	[name]/[Title]	Phone: Email:
John Dineen/Senior Engineer	Phone: (713) 881-7165 Email: johnd@datavox.net		
Faisal Alvi/Architect	Phone: (713) 881-7134 Email: FaisalA@Datavox.net		

## 2.0 Project Methodology and Management Services

This section describes the DataVox project methodology and management services. It describes project phases, key milestones, and deliverables. DataVox follows the Project Management Institute (PMI) project management life cycle which includes the following phases:

- Initiating
- Planning
- Executing
- Monitoring and Controlling
- Closing

As part of the project methodology and management, DataVox will assign a business team to the project soon after official project award. The project team will include an Account Manager, lead Systems Engineer, and Project Manager and Architect. Additional resources will be incorporated into the core team as required by the project.

The lead project engineer will incorporate additional engineering resources in the project as needed. All personnel will have the requisite skills necessary 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 the Customer of any changes made to the team resources.

Within this SOW, it is assumed that the DataVox project manager will provide and maintain a project schedule and manage all tasks conducted by DataVox.



## Fort Bend County Sheriff's Office Jail LAN Upgrade Project SOW

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- DataVox will work with the Customer on a testing and go live time line.
- Help develop strategy and execution of a communication plan to prepare and guide the Customer through the cutover.
- Coordinate, monitor and manage tasks throughout the project. Make adjustments as necessary to achieve project goals within budget and schedule.

### 3.0 Description of Services

The services that DataVox will provide the Customer are divided into three project phases: (1) Pre-Installation (Initiation/Planning) (2) Installation (Execution) and (3) Post Cutover (Closing).

**IMPORTANT:** If the business needs change after the design is finalized, DataVox may need to modify the network design and project plan. ***This is only a contingency.***

#### 3.1 Pre-Installation Phase

During the pre-installation phase of the project, DataVox will provide the following services:

- Review finalized BoM.
- Review network final design.
- Gather information for all network devices related to this project.
- Work with the Customer team to discuss the final network design and technical details necessary to perform this project.
- Create a high level and low level design. (to include logical and physical topologies, documented IP addressing, documented VLAN schemes, Layer 2 configurations, software recommendation for switching platform)
- Identify site dependencies to the rollout schedule (For example, Jail Access, third party support and access to facilities).
- Identity tasks and estimated efforts for project plan finalization.
- Inventory and verify hardware and equipment delivery.
- Stage and build out infrastructure hardware (for example, line card, power supplies, supervisors, and fans).
- Power on all equipment, check diagnostics, update software (Kickstart, IOS, epld) and enable licensing as required.
- Interconnect the equipment and validate equipment basic interconnection and operation.

#### 3.2 Installation Phase

During this phase of the project, DataVox will provide the following services:

##### 3.2.1 Installation Phase

- All initial design staging and configurations for testing will be performed at the DataVox staging facility.
- Configure Layer 2 LAN switching services (VLANs and PVLANS, Trunk, Spanning-tree Protocols, Port Channels, Virtual Port Channels, UDLD, IGMP snooping).



## **Fort Bend County Sheriff's Office Jail LAN Upgrade Project SOW**

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- Allow changes to the existing Firewall policies to access as per the requirement.
- Configure new remote VPN and create a new profile for Vendor access.
- Execute the staging test plan to validate routing and high availability work as designed and present the results/reports to the stakeholders.
- Review the low-level design with the Customer.

### **3.2.2 Installation Cutover**

- Schedule delivery of equipment to the Customer's location.
- Review staging and installation requirement for site, interconnection, interoperability and decommissioning of legacy environment (as appropriate).
- Rack and stack the equipment.
- Interconnect all new infrastructure hardware to the Customer's existing network.
- Schedule approved cut-over time with the Customer.
- Migrate services to new production environment.
- Make additional configuration changes as required.

### **3.3 Post Cutover Phase**

- Test with Customer approved test plan.
- Go live support.
- Test functionally and performance.
- Validate network is operating as a highly available network as per design parameters.
- Document any issues encountered during this phase and resolve these issues.
- Monitor critical network elements, resources, event notifications, performance and utilization of the network.
- Knowledge transfer of the technical configuration.

## **4.0 Out of Scope Services**

Any item or task not specifically enumerated in this document will be considered outside the scope of this project. The Customer may desire to have DataVox perform work or render additional services and such work shall be considered as optional service which require an update to this scope of work and will affect the current price quoted in this scope of work. Work on new services will not proceed until authorized in writing by the Customer's Team.

The following list describes Cisco design features that are out of scope:

- Fiber Channel over Ethernet (FCoE)
- Layer 2 Multi-Pathing (L2MP)
- IPv6
- TRILL
- SAN integration
- Multi-tenancy



## Fort Bend County Sheriff's Office Jail LAN Upgrade Project SOW

- Third party (non Cisco) devices in the design

### 5.0 Baseline Responsibilities

This section provides a general list of DataVox and Customer responsibilities that are common to many services described in **Section 3.0**.

#### 5.1 DataVox Responsibilities

This section lists DataVox responsibilities per this SOW.

- Promptly handle and escalate implementation issues related to the current project
- Provide project deliverables as detailed in Section 6.0 and 7.0.

#### 5.2 Customer Responsibilities

This section lists the Customer responsibilities per this SOW.

- Attend and actively participate in project meetings as required.
- Communication to Customer end users as needed.
- Coordinate scheduled change control work windows.
- Coordinate meetings with Aramark, network and server teams as needed.
- Provision any new circuits required to complete this project.
- Provide DataVox with access to all devices, facilities, and work space during the project.
- Provide single point of contact for the overall project and ensure project stakeholders are in attendance and work with DataVox Team.
- Provide all environmental requirements for all locations. Environmental requirements will include racks, electrical and any other equipment required to connect devices.
- Provide VPN credentials for new vendor VPN profile.

### 6.0 Project Deliverables

DataVox will provide project deliverables as detailed by table below.

<b>Deliverable</b>	<b>Details</b>	<b>Date/Timeline</b>
Project Schedule		at Project Kick Off
Implementation Plan (site specific)		Pre-Installation Phase
Test Plan (site specific)		Pre-Installation Phase
As built documentation	Details of the network configuration for all devices	Close of Project



## **Fort Bend County Sheriff's Office Jail LAN Upgrade Project SOW**

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### **7.0 Project Wrap-Up**

The project wrap-up meeting will be used to review the project success and discuss lessons learned. DataVox will verify the completion of all deliverables at this time.

- Delivery of all equipment purchased
- Installation and configuration of all equipment as detailed Section 3.0
- Project documentation including:
  - Project Schedule
  - Deployment documentation
    - Site specific Implementation Plan
    - Site specific Test Plan
  - As built documentation that details the network configuration for all devices
- Project summary and technical knowledge transfer as part of project hand off

### **8.0 Payment**

This is a fixed price contract based on the criteria and assumptions in this scope of work. The cost for this contract is **\$110,734.00**.

### **9.0 Change Management Process**

Either DataVox or the Customer may request a change to this SOW by issuing a Change Request in the agreed form. After a Change Request is agreed in writing by DataVox and the Customer, the change will become effective. For the purpose of the Change Request, written agreement can be communicated by email, fax, or electronic signature, provided that it is made clear that both DataVox and the Customer have agreed on the same Change Request document.

The DataVox Change Request form is available upon request.



## **Fort Bend County Sheriff's Office Jail LAN Upgrade Project SOW**

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### **10.0 Purchase Agreement Terms and Conditions**

In this section, DataVox defines the terms and conditions that shall govern the execution of this scope of work.

**PLEASE NOTE THAT THE PRICING, TERMS AND CONDITIONS OF THE DATAVOX CONTRACT WITH THE STATE OF TEXAS DEPARTMENT OF INFORMATION RESOURCES (CONTRACT NUMBER DIR-SDD-1513) APPLY TO THIS PURCHASE. THE FOLLOWING DATAVOX TERMS AND CONDITIONS APPLY ONLY WHERE THE DIR CONTRACT IS SILENT; THE TERMS OF THE DIR CONTRACT GOVERN IN THE EVENT OF A CONFLICT.**

#### **1. Changes**

The Customer may, by written notice to DataVox, make changes within the general scope of this SOW, in any one or more of the following: (a) drawings, designs, or specifications; (b) project schedule, or (c) scope of services.

Should any such changes increase the cost of or the time required for the performance of this SOW, an equitable adjustment may be requested by DataVox in the price, project schedule or both. No claim by DataVox for such adjustment shall be valid unless submitted to the Customer in writing within thirty (30) days from the date of such change. Every claim must be accompanied by a detailed estimate of charges for materials, services, or both. Nothing contained in this section shall relieve DataVox from proceeding without delay in the performance of the services as changed. Any change to this SOW shall be made by written amendment signed by both parties.

#### **2. Creation of a Security Interest**

Until such a time as Buyer had paid the agreed purchase price, Seller hereby retains and Buyer hereby grants a purchase money security interest in the described equipment. In connection therewith, Buyer agrees to execute all instruments (including financing statements) deemed necessary by Seller under applicable law to establish, maintain and continue perfected Seller's purchase money security interest in the equipment or otherwise protect its rights in and to said equipment.

#### **3. Limitation and Exclusion of Warranties**

Except as otherwise provided herein, Seller hereby warrants the described equipment against defective parts for a period of year(s) - as specified in the Bill of Materials in Appendix C - from the date of installation and warrants that the installation of said equipment shall be performed in a workmanlike manner. Buyer acknowledges that Seller may provide products and services manufactured or provided by others. Seller makes no independent warranty with respect to such products and services provided by third parties. Buyer acknowledges and agrees that Seller shall have no responsibility or liability for products or services manufactured or provided by any third party. Subject to payment by Buyer of all amounts due under this Agreement, Seller hereby transfers any transferable warranties from the manufacturers of products and services provided under this Agreement. Buyer's exclusive remedy under these warranties shall be the repair and replacement by Seller at Seller's expense of non-conforming equipment or parts thereof with reasonably equivalent equipment or parts; unless, however, the equipment or any part thereof is damaged or rendered unserviceable as a result of Buyer's negligence, abuse, mishandling, attempting to connect the equipment to direct current, or damaged by lightning or acts of God in any of which case or cases, Seller shall have no obligations to Buyer.



## **Fort Bend County Sheriff's Office Jail LAN Upgrade Project SOW**

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All DataVox, Inc. systems are proposed with the requisite battery back-up options. Should Buyer elect to remove option with the intent to utilize a Buyer provided battery back-up or if Buyer elects to disregard the option for a battery back-up and in the event of failure which is directly attributed to not having a battery back-up, such service will be billed for time and materials.

THIS WARRANTY IS THE ONLY WARRANTY GIVEN BY SELLER, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED ARE EXCLUDED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE FACE HEREOF.

Voice and data transmission are provided by third parties, such as a telephone company or over the internet. Accordingly, DataVox cannot warrant that such transmission will always be available or will be of acceptable quality. In particular, if Buyer elects to use the Voice over Internet Protocol (VoIP) to transmit voice over the internet, Buyer may experience (i) transmission that is not of uniform, reliable or acceptable quality; (ii) inability to connect directly to emergency and "911" services; and (iii) inability to connect to directory and operator assistance. Buyer should be aware that VoIP service is not regulated by the Federal Communications Commission (FCC) and the FCC does not provide certain consumer safeguards that are available in the traditional telephone environment.

Only DataVox may perform service or maintenance on equipment covered by this warranty. IT IS EXPRESSLY AGREED AND UNDERSTOOD THAT THIS WARRANTY WILL BE NULL AND VOID IF ANY PERSON OTHER THAN A DATAVOX EMPLOYEE PERFORMS ANY SERVICE OR MAINTENANCE WORK ON THE EQUIPMENT COVERED BY THIS WARRANTY. In such event, DataVox shall have no further obligation or liability under this warranty.

### **4. Waiver, Amendment, Notice, Termination**

Any waiver of rights hereunder or any amendment or requirement of notice of termination hereof shall not be effective unless made in writing and signed by the party against whom such waiver, amendment, notice or termination is sought to be enforced.

### **5. Risk of Loss; Non-Performance by Telephone Company and Others**

Upon installation of the Equipment, Buyer shall bear the risk of loss regardless of any breach by Seller of any provisions hereof. Although DataVox, Inc. will or may assist Buyer by coordinating initiation or transfer of service through Southwestern Bell Telephone Company or other telephone companies or other third parties, Buyer assumes all risk of non-performance, including untimely or otherwise improper performance, of any such third parties; DataVox, Inc. and its employees assume no responsibility for any failings of these third parties or their service and equipment. With regard to VOICE MAIL systems, if any, Buyer further assumes all risk of malfunction and deficient or substandard performance caused by third party telecommunication transmission equipment, lines and systems, including pay phones, cellular phones and long distance services; DataVox, Inc. and its employees assume no responsibility for any failings of these third parties or their service and equipment.

### **6. Virus Protection**

Buyer agrees and understands it is Buyer's responsibility to install and run an antivirus program on all workstations and servers at/or prior to installation. Buyer agrees to take whatever steps Buyer deems appropriate to ensure there is adequate and up to date virus protection on all workstations and servers.





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Buyer expressly agrees that DataVox, Inc. and INterra Software shall have no liability for the loss of any such data, downtime or other damage caused by a computer virus.

### **7. Data Back-up**

Buyer agrees to take whatever steps Buyer deems appropriate to ensure there are adequate, up to date back-ups made of all data on any computer, server, hard drive, or other storage device of Buyer. In the event of failure, it is expressly understood that DataVox will restore the most recent back-up for systems covered under warranty or maintenance. Any additional programming due to out of date database will not be covered under warranty or maintenance and will be billed on an hourly basis. Buyer expressly agrees that DataVox shall have no liability for the loss of any such data, which may occur during or after the installation process, or for any consequential damage resulting from any such loss of data.

### **8. Tax Obligation**

Buyer will pay promptly when due all taxes, assessments and other charges levied or assessed by any governments or governmental agency upon the sale of the described equipment.

### **9. Non-Solicitation of Employees**

Buyer agrees not to hire or otherwise solicit the employment of any DataVox employee for a period of two (2) years after the date of this Agreement. Buyer agrees that the damages to DataVox for any breach of this section will be substantial, but difficult to ascertain. Accordingly, if Buyer 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.

### **10. Arbitration (This agreement is subject to binding arbitration)**

Any dispute between Buyer and DataVox, whether arising under this Agreement or otherwise, shall be settled finally, completely and conclusively by arbitration in Houston, Harris County, Texas, in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "Rules"), by one arbitrator chosen in accordance with the Rules. Arbitration shall be initiated by written demand by the party seeking arbitration. This agreement to arbitrate shall be specifically enforceable in the District Court of Harris County, Texas. A decision of the arbitrator shall be final, conclusive and binding, and judgment may be entered thereon in the District Court of Harris County, Texas, to enforce such decision and the benefits thereof. Any arbitration held in accordance with this paragraph shall be private and confidential and no person shall be entitled to attend the hearings except the arbitrator, you, your attorneys, and any designated representatives of DataVox, Inc. and its attorneys. The matters submitted for arbitration, the hearings and proceedings thereunder and the arbitration award shall be kept and maintained in strictest confidence by Buyer and DataVox, Inc. and shall not be discussed, disclosed or communicated to any persons. On request of either party, the record of the proceeding shall be sealed and may not be disclosed except insofar, and only insofar, as may be necessary to enforce the award of the arbitrator and any judgment enforcing such award.



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### **11. Assignment**

Buyer may not delegate its performance or assign its rights under this Agreement except upon the express written consent of Seller.

### **12. Construction**

This writing constitutes the final agreement between the parties and is a complete statement of the terms of the agreement. No course of prior dealings between the parties or trade usage shall be relevant to determine the meaning of this Agreement. This Agreement is entered into and shall be performable in the State of Texas.

### **13. Attorney's Fees**

Buyer shall pay to Seller all attorney's fees, court costs, and all other expense, which may be incurred by Seller in enforcing, or attempting to enforce, any of its rights under this Agreement, or against any guarantors hereof, or with respect to any matters connected with the subject matter hereof.

### **14. Severability**

This Agreement and all provisions hereof are intended to be severable, and this Agreement shall remain enforceable in the event any provision hereof is declared invalid.

### **15. 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 through Friday, 8:00am to 5:00pm, excluding holidays. The go live activity is the only activity in which DataVox will work after business hours. This project milestone activity can be scheduled outside of normal business hours Monday through Friday, excluding holidays. The start time for the go live activity can be scheduled to start no later than 7:00pm. 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 unless the Project Manager/Coordinator has approved it.

### **16. Travel**

The Customer will be billed for Time Travelled and Travel Expenses outside of the Greater Houston area (Outside the greater Houston area is defined as greater than 50 miles one way from the DataVox Houston facility located at 6650 W. Sam Houston Parkway S., Houston, TX 77072.)

The Customer will be billed for the Time Travelled by each DataVox employee at half the cost of the DataVox billable rate per hour. This includes, for example, time spent on an airplane or driving in a car.

Travel Expenses will be billed back to the Customer as incurred. These expenses will include: airfare (coach), mileage reimbursement (, lodging, transportation, parking, and per diem. DataVox adheres to the mileage reimbursement and per diem rates determined by the U.S. General Services Administration (GSA). These rates can be referenced on the GSA website.



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### **17. Return Material Authorization**

DataVox has a Return Material Authorization policy that explains product returns. Approval to return defective and non-defective products is at the sole discretion of DataVox. Products that are defective or dead on arrival (DOA) will be repaired, replaced, or credited according to the manufacturer's warranty. Products that are non-defective that are unopened and unused and can be resold as new may be returned subject to a fifteen percent (15%) restocking fee. Any custom ordered product cannot be returned. Additional detail concerning the DataVox Return Material Authorization policy is available upon request.

### **18. Currency**

Unless otherwise specified, all currency listed in DataVox documentation is in US dollars.



## **Fort Bend County Sheriff's Office Jail LAN Upgrade Project SOW**

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### **11.0 Authorization to Proceed**

The use of signatures on this Scope of Work is to ensure agreement by Fort Bend County Sheriff's Office on project objectives and the work to be performed by DataVox.

#### **Parties to Agreement**

This Scope of Work (SOW) is made and entered into between DataVox, Inc., 6650 West Sam Houston Parkway South, Houston, Texas 77072 ("DataVox") and Fort Bend County Sheriff's Office , 1410 Ransom Road, Richmond, TX 77469 ("Customer"), as of the date listed on the title page of this document.

#### **Terms**

When (but only when) signed by buyer and an authorized representative of DataVox this shall be a binding, legal contract.

The prices, specifications, and conditions in this SOW are satisfactory, and are hereby accepted in their entirety. Buyer hereby agrees to purchase the Equipment and authorizes DataVox to do the work, and provide the materials specified, and payment will be made as outlined in Section 8.0 of this document. The price quoted in this SOW is based upon the Equipment included in the attached Bill of Material. Any changes in the Equipment or installation may result in a change in the price. Any such change must be in writing, and signed by all parties.

DataVox reserves the right to modify payment terms at any time based on a review of the Customer's credit.

THIS AGREEMENT, WHEN SIGNED BY BOTH PARTIES (BELOW), SHALL BE GOVERNED BY THE TERMS AND CONDITIONS SPECIFIED IN SECTION 10.0 . THERE ARE NO OTHER AGREEMENTS, OR WARRANTIES, ORAL OR WRITTEN, EXCEPT AS EXPRESSLY STATED IN THIS DOCUMENT. THIS SOW CANNOT BE MODIFIED EXCEPT IN WRITING AND SIGNED BY BOTH PARTIES.

Buyer acknowledges having read and understood all of the terms and conditions specified in Section 8.0 of this SOW and acknowledges receipt of a complete executed copy of this SOW. Buyer understands and agrees that this SOW and all of the terms and conditions hereof shall be a binding, enforceable contract when signed by Buyer and by an authorized representative of DataVox.



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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.**

**Fort Bend County Sheriff's Office**

By: \_\_\_\_\_

*[Handwritten Signature]*  
\_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

*Steve Ferguson*  
\_\_\_\_\_

Title: \_\_\_\_\_

*CEO*  
\_\_\_\_\_

Date: \_\_\_\_\_

*9/13/2013*  
\_\_\_\_\_

By: \_\_\_\_\_

*James C. Davis*  
\_\_\_\_\_

(Signature)

Name: \_\_\_\_\_

*James Davis*  
\_\_\_\_\_

Title: \_\_\_\_\_

*Technology Support Manager*  
\_\_\_\_\_

Date: \_\_\_\_\_

*8/30/2013*  
\_\_\_\_\_



**Fort Bend County Sheriff's Office Jail LAN Upgrade Project SOW**

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## **Appendix – BOM**





## Fort Bend County Sheriff's Office Jail LAN Upgrade Project SOW

General Description/Location	SKU	Part Description	Qty
Old Jail Switch	WS-C3750X-48P-S	Catalyst 3750X 48 Port PoE IP Base	1
	CON-SNTP-3750X4PS	SMARTNET 24X7X4 Catalyst 3750X 48 Port PoE IP Base	1
	CAB-3KX-AC	AC Power Cord for Catalyst 3K-X (North America)	1
	S375XVK9T-12255SE	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	1
	C3KX-NM-1G	Catalyst 3K-X 1G Network Module option PID	1
	CAB-STACK-50CM	Cisco StackWise 50CM Stacking Cable	1
	CAB-SPWR-30CM	Catalyst 3750X Stack Power Cable 30 CM	1
	C3KX-PWR-715WAC	Catalyst 3K-X 715W AC Power Supply	1
	GLC-SX-MMD=	1000BASE-SX SFP transceiver module MMF 850nm DOM	1
	AT-ST/ST-UM-1M	Fiber patch cord, 50um, ST to ST, 1 meter	1
	AT-ST/LC-UM-5M	Fiber patch cord, 50um, ST to LC, 5 meter	1
1st Floor West Tower Switch	WS-C3750X-48P-S	Catalyst 3750X 48 Port PoE IP Base	1
	CON-SNTP-3750X4PS	SMARTNET 24X7X4 Catalyst 3750X 48 Port PoE IP Base	1
	CAB-3KX-AC	AC Power Cord for Catalyst 3K-X (North America)	1
	S375XVK9T-12255SE	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	1
	C3KX-NM-1G	Catalyst 3K-X 1G Network Module option PID	1
	CAB-STACK-50CM	Cisco StackWise 50CM Stacking Cable	1
	CAB-SPWR-30CM	Catalyst 3750X Stack Power Cable 30 CM	1
	C3KX-PWR-715WAC	Catalyst 3K-X 715W AC Power Supply	1
	GLC-T=	1000BASE-T SFP	1
2nd Floor West Tower Switch	WS-C3750X-48P-S	Catalyst 3750X 48 Port PoE IP Base	1
	CON-SNTP-3750X4PS	SMARTNET 24X7X4 Catalyst 3750X 48 Port PoE IP Base	1
	CAB-3KX-AC	AC Power Cord for Catalyst 3K-X (North America)	1
	S375XVK9T-12255SE	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	1
	C3KX-NM-1G	Catalyst 3K-X 1G Network Module option PID	1
	CAB-STACK-50CM	Cisco StackWise 50CM Stacking Cable	1
	CAB-SPWR-30CM	Catalyst 3750X Stack Power Cable 30 CM	1
	C3KX-PWR-715WAC	Catalyst 3K-X 715W AC Power Supply	1
	GLC-T=	1000BASE-T SFP	3
	11754-719	Chatworth Extra-capacity, flush-mounted wall bracket	1
	SURTA1500RML2U	APC Smart-UPS RT 1500VA Rack 120V	1
4th Floor West Tower Switch	WS-C3750X-48P-S	Catalyst 3750X 48 Port PoE IP Base	1
	CON-SNTP-3750X4PS	SMARTNET 24X7X4 Catalyst 3750X 48 Port PoE IP Base	1
	CAB-3KX-AC	AC Power Cord for Catalyst 3K-X (North America)	1
	S375XVK9T-12255SE	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	1
	C3KX-NM-1G	Catalyst 3K-X 1G Network Module option PID	1
	CAB-STACK-50CM	Cisco StackWise 50CM Stacking Cable	1
	CAB-SPWR-30CM	Catalyst 3750X Stack Power Cable 30 CM	1
	C3KX-PWR-715WAC	Catalyst 3K-X 715W AC Power Supply	1
	11754-719	Chatworth Extra-capacity, flush-mounted wall bracket	1
	SURTA1500RML2U	APC Smart-UPS RT 1500VA Rack 120V	1
	GLC-T=	1000BASE-T SFP	1
6th Floor West Tower Switch	WS-C3750X-48P-S	Catalyst 3750X 48 Port PoE IP Base	1
	CON-SNTP-3750X4PS	SMARTNET 24X7X4 Catalyst 3750X 48 Port PoE IP Base	1
	CAB-3KX-AC	AC Power Cord for Catalyst 3K-X (North America)	1
	S375XVK9T-12255SE	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	1
	C3KX-NM-1G	Catalyst 3K-X 1G Network Module option PID	1
	CAB-STACK-50CM	Cisco StackWise 50CM Stacking Cable	1
	CAB-SPWR-30CM	Catalyst 3750X Stack Power Cable 30 CM	1





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	C3KX-PWR-715WAC	Catalyst 3K-X 715W AC Power Supply	1
	GLC-T=	1000BASE-T SFP	1
	11754-719	Chatworth Extra-capacity, flush-mounted wall bracket	1
	SURTA1500RML2U	APC Smart-UPS RT 1500VA Rack 120V	1
2nd Floor East Tower Switch	WS-C3750X-48P-S	Catalyst 3750X 48 Port PoE IP Base	1
	CON-SNTP-3750X4PS	SMARTNET 24X7X4 Catalyst 3750X 48 Port PoE IP Base	1
	CAB-3KX-AC	AC Power Cord for Catalyst 3K-X (North America)	1
	S375XVK9T-12255SE	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	1
	C3KX-NM-1G	Catalyst 3K-X 1G Network Module option PID	1
	CAB-STACK-50CM	Cisco StackWise 50CM Stacking Cable	1
	CAB-SPWR-30CM	Catalyst 3750X Stack Power Cable 30 CM	1
	C3KX-PWR-715WAC	Catalyst 3K-X 715W AC Power Supply	1
	GLC-T=	1000BASE-T SFP	2
4th Floor East Tower Switch	WS-C3750X-48P-S	Catalyst 3750X 48 Port PoE IP Base	1
	CON-SNTP-3750X4PS	SMARTNET 24X7X4 Catalyst 3750X 48 Port PoE IP Base	1
	CAB-3KX-AC	AC Power Cord for Catalyst 3K-X (North America)	1
	S375XVK9T-12255SE	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	1
	C3KX-NM-1G	Catalyst 3K-X 1G Network Module option PID	1
	CAB-STACK-50CM	Cisco StackWise 50CM Stacking Cable	1
	CAB-SPWR-30CM	Catalyst 3750X Stack Power Cable 30 CM	1
	C3KX-PWR-715WAC	Catalyst 3K-X 715W AC Power Supply	1
	GLC-T=	1000BASE-T SFP	2
6th Floor East Tower Switch	WS-C3750X-48P-S	Catalyst 3750X 48 Port PoE IP Base	1
	CON-SNTP-3750X4PS	SMARTNET 24X7X4 Catalyst 3750X 48 Port PoE IP Base	1
	CAB-3KX-AC	AC Power Cord for Catalyst 3K-X (North America)	1
	S375XVK9T-12255SE	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	1
	C3KX-NM-1G	Catalyst 3K-X 1G Network Module option PID	1
	CAB-STACK-50CM	Cisco StackWise 50CM Stacking Cable	1
	CAB-SPWR-30CM	Catalyst 3750X Stack Power Cable 30 CM	1
	C3KX-PWR-715WAC	Catalyst 3K-X 715W AC Power Supply	1
	GLC-T=	1000BASE-T SFP	2
8th Floor East Tower Switch	WS-C3750X-48P-S	Catalyst 3750X 48 Port PoE IP Base	1
	CON-SNTP-3750X4PS	SMARTNET 24X7X4 Catalyst 3750X 48 Port PoE IP Base	1
	CAB-3KX-AC	AC Power Cord for Catalyst 3K-X (North America)	1
	S375XVK9T-12255SE	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	1
	C3KX-NM-1G	Catalyst 3K-X 1G Network Module option PID	1
	CAB-STACK-50CM	Cisco StackWise 50CM Stacking Cable	1
	CAB-SPWR-30CM	Catalyst 3750X Stack Power Cable 30 CM	1
	C3KX-PWR-715WAC	Catalyst 3K-X 715W AC Power Supply	1
	GLC-T=	1000BASE-T SFP	1
Fiber Jumper Cables	AT-ST/ST-UM-1M	Fiber patch cord, 50um, ST to ST, 1 meter	1
	AT-ST/LT-UM-5M	Fiber patch cord, 50um, ST to LC, 5 meter	1