



**MASTER NETWORKING SERVICE ADDENDUM  
FORT BEND COUNTY INFORMATION TECHNOLOGY  
Service Order 23**

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

**A. Service Type and Order Placement**

Customer requests a Five (5) Mbps E-Line Circuit with a line speed of 10/100/1000 Mbs using IEEE Std 802.3-2012 defined signaling over a vlan-aware network provisioned to each of the sites in Section B.

**B. Service Termination Sites**

Phonoscope will provide a connection between ALOC: Mustang Community Center, 4521 FM 521 North, Fresno, TX 77545 and ZLOC: Jane Long Building, 500 Liberty St., Richmond, TX 77469.

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

Service will be furnished within 30-45 days after the execution of this contract by both parties for a Term of Three (3) Years. "Term" shall mean a term commencing on the Commencement Date and continuing for Thirty-Six (36) full calendar months. The Term shall be complete on the last day of the Thirty-Sixth (36<sup>th</sup>) month. At the end of the initial term, this Agreement shall automatically renew for successive One-Year terms, under the same terms and conditions contained in this Agreement including, but not limited to the recurring monthly rates and payment terms, unless the Customer sends written notice of its intent to cancel Agreement, within thirty (30) days of 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.

*RP*

**Master Networking Service Addendum – Service Order 23**  
**Fort Bend County Information Technology**

**CONTRACT NO: PLW-07207**

**G. Customer's Billing Address**

Fort Bend County Purchasing  
301 Jackson Street, Suite 201  
Richmond, TX 77469  
Billing contact: Accounts Payable  
Phone: 281.341.3759

**H. Phonoscope's Remittance Address**

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

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

Customer shall remit Three Hundred Fifty and No/100 Dollars (\$350.00) plus applicable taxes and regulatory fees per month during the term of this agreement.

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

Customer shall remit non-recurring costs of a total of One Thousand Four Hundred Fifty-six and No/100 Dollars (\$1,456.00) (\$300.00 – provisioning/ \$1,156.00 – Aid-to-Construction Costs), plus applicable taxes and fees for the provisioning of this Service Order, which shall be assessed on the first invoice after service is activated.

**K. Notices**

**To Phonoscope:**

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

**To Customer:**

- Fort Bend County Information Technology  
500 Liberty  
Richmond, TX 77471  
Phone: 281.341.4584  
Attn: Charles King  
e-mail: charles.king@fortbendcountytexas.gov

**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@pslightwave.com](mailto:mmason@pslightwave.com)

**To Customer:**

- Charles King  
Title: I.T. Infrastructure Manager  
Phone: 281.341.4584  
e-mail: [charles.king@fortbendcountytexas.gov](mailto:charles.king@fortbendcountytexas.gov)



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

**M. Agreements**

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

**N. Infrastructure Compatibility**

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

**O. Funding Out Clause**

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

**P. 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 10, 2014*

**PHONOSCOPE LIGHT WAVE, INC.**

  
By: **Rhonda Cumming**  
President

Date Signed

*28 May 2014*