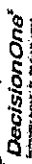


## ADDENDUM TO SERVICE AGREEMENT



DecisionOne  
Information Technologies Corporation

Inquire At: DecisionOne 426 W. Lancaster Ave., Devon, PA 19333 1-800-500-5864  
 Joe Martinez@decisionone.com (800) 482-6097 OR Revenue.administration@decisionone.com

Master Agreement No.

Customer Name and Billing Address:  
 El Dorado County  
 360 Fair Lane  
 Placerville CA 95667

Site Name and Equipment Location:  
 El Dorado County  
 360 Fair Lane  
 Placerville, CA 95667

Customer Contact: Steve Featherston  
 Telephone No: 530-621-5557

Site Contact: Steve Featherston  
 Telephone No: 530-621-5557

Billing Cycle:  Annually  Quarterly  Monthly **Cust Rpt Code:**

On-Site Maintenance  Addition

Time & Materials Only  Other

Yes  No

Surcharges Apply:  Discounts Apply:

Preventive Maintenance Applies:  Maintenance Service Includes Parts:

Schedules/Attachments:

CDB #: E00P1546

DecisionOne CIS Contr # DecisionOne CIS Site # Col Level Inv Terms Customer P.O. Reference # PO# - P/P Expire Date Effective Date: 9/1/2007

Hours Code	Mfg	Mfg Type	Mfg Model	Mfg Serial #	Feature No.	Qty	Product Description	Monthly Maint (List)	Discount %	Extended Monthly \$
1	IBM	3174	11L	00AF066		1	Controller	27.58	59.0%	11.31
1	IBM	3174	11L	00BN213		1	Controller	27.58	59.0%	11.31
1	IBM	3174	01L	00C0756		1	Controller	27.58	59.0%	11.31
1	IBM	3480	A22	16860		1	Tape Subsystem	671.00	55.0%	301.95
1	IBM	3480	B22	83870		1	Tape Subsystem	419.00	55.0%	188.55
1	IBM	5400	110	01PD135		1	1000 LPM Printer	115.00	32.5%	77.63
1	IBM	8275	322	23K2624		1	Ethernet Switch	79.36	30.7%	55.00

Travel Greater Than \_\_\_\_\_ miles = 0% OR \$0.00 Surcharge

Subtotal: 1,367.10  
 Surcharge: \_\_\_\_\_  
 Discounts: \$ 710.05  
 Addtl Sheets: Y  
 Grand Total: See Continuation Sheet

Comments or Special Instructions Below  
 Renewal addendum extending original terms & conditions for three years 9/1/2007 through 8/31/2010.

The County Officer or employee with responsibility for administering this Agreement is Steve Featherston, Assistant Director, Information Technologies, or successor.

By: *Steve Featherston* Date: 8-06-07  
 Steve Featherston, Assistant Director, Information Technologies

Information Technologies  
 Tax Exemption & Purchase Order must be attached prior to first invoice if applicable or required

Adds, change and cancels require written notification to the above inquire address in advance.

Period of On-Site Maintenance Service Availability					
Hrs Code	% Coverage	M-F Hours	Response	Sat Hrs	Sun Hrs
1	100%	24	4	24	4
2					

Accepted by: *Steve Featherston*  
 (Insert Customer's Full Name)  
 Accepted by: DecisionOne Corporation  
 (Authorized Signature)  
 BY: \_\_\_\_\_  
 Date: \_\_\_\_\_

Accepted by: \_\_\_\_\_  
 (Authorized Signature)  
 Chairman, Board of Supervisors  
 (Print or Type Name & Title)  
 Date: \_\_\_\_\_

Attest: Cindy Keck, Clerk of the Board of Supervisors  
 By: \_\_\_\_\_ Date: \_\_\_\_\_





COPY



AGMT TAC-US-(Basic) Rev. 12-04-01

**SERVICE AGREEMENT**

**AGREEMENT**

**CUSTOMER**

Name: El Dorado County  
Address: 360 Fair Lane  
City, State: Placerville, CA  
Zip Code: 95667  
Telephone Number: 530-621-5557  
Fax Number: 530-295-2512  
Customer Contact: Steve Featherston

**SUPPLIER**

DecisionOne Corporation  
Address: 50 East Swedesford Road  
City, State: Frazer, PA  
Zip Code: 19355  
Telephone Number: 800-767-2876  
Fax Number: 610-296-2910  
Supplier Contact: Alex Kennedy

**SCHEDULE OF SERVICES / ATTACHMENT**

General Terms and Conditions  
Schedule of Services for On Site Maintenance  
Schedule of Services for \_\_\_\_\_  
Attachment or Rider: Addendum and Equipment List

(The rest of this page is left intentionally blank.)

## GENERAL TERMS AND CONDITIONS

### 1. DEFINITIONS

- a. "Agreement" - The General Terms and Conditions set forth herein, and all applicable Schedule(s) of Service, Pricing Addenda, Appendices, Attachments, and Riders.
- b. "Effective Date" - The date the Agreement is fully executed by both parties.
- c. "Legal Holidays" - New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; and Christmas Day.

### 2. INVOICING, PAYMENT, PRICE CHANGES, AND TAXES

- a. Payments shall be made in full within thirty (30) days following the date of invoice. If Customer is delinquent in the payment obligations under this Agreement, interest at the rate of ten percent (10%) per year, or the maximum rate permitted by law, whichever is less, will be assessed.
- b. Customer agrees to pay amounts equal to any applicable taxes, including, but not limited to, sales and use taxes, resulting from any transaction under this Agreement, excluding taxes based on Supplier's net income.
- c. MMC and other amounts that by their nature are known before the date of service (including amounts based on an express estimate of number of service calls or hours) will be invoiced in advance. Time and Materials and other amounts that by their nature are not known before the date of service (including amounts in excess of an expressly estimated number of service calls or hours) will be invoiced in arrears.
- d. Supplier shall not increase prices for at least twelve months following the effective date of the Agreement. Thereafter, Supplier may change prices once per calendar year.
- e. Supplier shall not increase prices by more than the increase in the consumer price index for the prior twelve months plus eight (8%) percent.

### 3. NON-SOLICITATION OF PERSONNEL

Customer will not employ or otherwise contract for the same or similar services of any current employee, subcontractor or agent (hereafter collectively referred to for this provision as "Personnel") of Supplier, performing duties in support of this Agreement, or Personnel hired by Supplier, performing duties in support of this Agreement, during the term hereof until one year after the earlier of: (a) the termination of such Personnel's engagement; and (b) the termination of this Agreement. No offer or other form of solicitation of employment will be made at any time when the employment of such Personnel is prohibited by this Agreement. Inasmuch as it is impossible to fix the damages for breach of this non-solicitation provision, it is understood and agreed that upon breach, Customer will pay to Supplier, as liquidated damages, an amount equal to fifty percent (50%) of the affected Personnel's base annual compensation for each such employment solicitation made in breach of this provision. Both parties agree that this amount represents reasonable compensation to Supplier for its cost of recruiting and training its Personnel, and does not constitute a penalty. Such amount will be due and payable by Customer within ten (10) days of receipt of written demand from Supplier. In addition to the above liquidated damages, Supplier may seek equitable relief from Customer.

### 4. CONFIDENTIALITY

- a. The parties agree that all information and data of the other party to which each party has access under this Agreement will be treated as confidential information. For the purpose of this Agreement, "Confidential Information" shall include any information and data of a confidential nature, including but not limited to proprietary, developmental, technical, marketing, sales, operating, performance, cost, know-how, business and process information, computer programming techniques, and all record bearing media containing or disclosing such information and techniques which is disclosed pursuant to this Agreement. All Confidential Information shall be held in strict confidence by each party, using the same standard of care used by the receiving party to protect its own Confidential Information, but in no event less than a reasonable standard of care, and shall not be used or disclosed for any purpose except as necessary to implement or perform this Agreement. All Confidential Information exchanges between the parties pursuant to this Agreement shall:
  - i. if in written physical form, be marked "Confidential" or similar legend by the disclosing party before being turned over to the receiving party;

- ii. if disclosed orally, be reduced to writing and sent to the non-disclosing party within ten (10) working days of the disclosure; and
  - iii. not be copied or distributed, disclosed, or disseminated in any way or form by the receiving party to anyone except its own employees, who have a reasonable need to know the Confidential Information.
- b. Information shall not be considered confidential if: (i) the receiving party is already in possession of the information prior to the Effective Date; (ii) the information becomes part of the public domain through no fault of the receiving party; (iii) the receiving party obtains the information from a third party without violating this provision; (iv) the information is released in writing by the disclosing party so that the receiving party may make public disclosure, or (v) is disclosed pursuant to a government regulation or court order.
- c. Upon the cancellation or termination of this Agreement, the receiving party agrees to return to the disclosing party any Confidential Information in its possession upon the written request of the disclosing party. The parties' obligations regarding Confidential Information shall survive the termination or expiration of this Agreement.

## **5. INDEMNIFICATION**

Supplier shall indemnify and hold Customer harmless from any and all third-party claims for losses, damages, and liabilities for injury to or death of any person and for damage to or destruction of real or tangible personal property, resulting from negligent acts or omissions of Supplier or its employees in connection with the performance of the service provided for herein. Customer shall notify Supplier as soon as practicable of any such claim. Supplier will control the defense of such claims and Customer agrees to cooperate fully in such defense.

## **6. DISCLAIMER AND LIMITATION OF LIABILITY**

a. SUPPLIER'S OBLIGATIONS UNDER THIS AGREEMENT ARE IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, SUPPLIER WILL NOT BE LIABLE FOR INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS OR INCOME, OR LOSS OF USE OR OTHER BENEFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED UNDER THIS AGREEMENT.

b. Supplier will accept liability for claims due to personal injury or damage to real property or tangible personal property caused by the negligent acts or omissions of Supplier. During the initial twelve (12) months of this Agreement, Supplier's liability hereunder for all other actual loss or damage, including but not limited to breach of contract claims, is limited to, in the aggregate, the amount paid by Customer to Supplier during the initial twelve (12) month period, less any claims previously paid. Thereafter, Supplier's liability hereunder for all other actual loss or damage, including, but not limited to, breach of contract claims, is limited to, in the aggregate, the amount paid by Customer to Supplier during the prior twelve (12) month period, less any claims previously paid. In all cases, any claim must be brought within twelve (12) months after the occurrence of the alleged act or omission.

## **7. CUSTOMER'S RESPONSIBILITIES**

Customer shall ensure that all of its files are adequately duplicated and documented. Supplier is not responsible for Customer's failure to do so, or for the cost of reconstructing data stored on disc files, tapes, memories, etc., lost or damaged during the performance of services under this Agreement. Customer shall implement and take reasonable measures to prevent and detect computer viruses within the environment subject to the services under this Agreement. Customer warrants that (1) all software in Customer's use is properly licensed for use; and (2) the equipment and all software thereon is designed to be used during and after the calendar year 2000 A.D. and will operate during each such time period without error relating to date data.

## **8. TERM AND TERMINATION**

a. This Agreement will commence on the Effective Date and shall remain in effect for a term of three (3) years ("Initial Term") unless specified otherwise in the applicable attached Schedule(s) and/or Statement(s) or Work. Upon the expiration of such Initial Term, this Agreement will continue on a month to month basis, unless terminated by either party in accordance with this Section 8.

b. Either party may terminate this Agreement as of the last day of the Initial Term by providing ninety (90) days' written notice prior to the end of the Initial Term. Thereafter, either party may terminate this Agreement at any time upon ninety (90) days' prior written notice.

c. If Customer fails to make payment to Supplier pursuant to this Agreement when such payment is due, and does not fully cure such failure within ten (10) business days after receipt of written notice thereof from Supplier, Supplier may, in addition to any other rights it may have under this Agreement, terminate this Agreement.

d. If either party fails to perform any of its material obligations hereunder, other than failure to make payments to Supplier, and does not fully cure such failure within thirty (30) days after receipt of written notice from the non-

defaulting party, the non-defaulting party may, in addition to any other rights it may have under this Agreement, terminate this Agreement.

e. If, under the terms of this Agreement, Customer withdraws such quantity or type of services and, Supplier, in its reasonable judgment, determines that it is no longer economically feasible for Supplier to continue to provide any or all service hereunder based upon the then-current pricing and contractual terms, then Supplier may terminate this Agreement upon ninety (90) days' prior written notice.

## 9. INSURANCE

### Coverage

Supplier shall during the Term have and maintain in force the following insurance coverage:

a) Statutory Worker's Compensation Insurance and Employer's Liability Insurance with a limit of \$1,000,000; including coverage for occupational injury, illness and disease, and other similar social insurance in accordance with the laws of the country, state or territory exercising jurisdiction over the employee.

b) Comprehensive General Liability Insurance, including Products and Completed Operations, Premises Operations, Personal and Advertising Injury, Contractual and Broad Form Property Damage liability coverage, on an occurrence basis, with a minimum combined single limit per occurrence of \$1,000,000 and a general aggregate limit of \$2,000,000.

c) Property Insurance, including Extra Expense and Business Income coverage, and electronic data processing for all risks of physical loss of or damage to buildings, business personal property or other property that is in the possession, care, custody or control of Supplier pursuant to this Agreement. Such insurance shall reimburse at an amount equal to either (1) the cost of acquisition of or (2) the variable cost of the customer's manufacturing, the property.

d) Automotive Liability Insurance covering use of all owned, non-owned and hired automobiles for bodily injury, property damage, uninsured motorist and underinsured motorist liability with a minimum combined single limit per accident of \$1,000,000.

e) Commercial Crime Insurance, including blanket coverage for Employee Dishonesty and Computer Fraud, for loss or damage arising out of or in connection with any fraudulent or dishonest acts committed by the employees of Supplier, acting alone or in collusion with others, including the property and funds of others in their possession, care, custody or control, with a minimum limit per event of \$1,000,000.

f) Errors and Omissions Liability Insurance covering liability for loss or damage due to an act, error, omission or negligence, or due to machine malfunction, with a minimum limit per event of \$5,000,000. Coverage is written on claims made basis with a retroactive date of July 1, 1996.

g) Umbrella Liability Insurance with a minimum limit of \$10,000,000 in excess of General Liability, Automobile Liability and Employer's Liability.

## TERMS

(A) Supplier's insurance coverage shall be primary, and Customers coverage shall be excess and non-contributing.

(B) Supplier shall provide evidence that the coverage and policy endorsements required under this Agreement are maintained in force and will endeavor to provide that not less than thirty (30) days written notice shall be given to Customer prior to any modification, cancellation or non-renewal of the policies. Should the policies be cancelled without replacement of like or similar coverage in amounts equal to or in excess of the limits stated herein, Supplier will provide thirty (30) days written notice. The insurers selected by Supplier shall have an A.M. Best rating of A- VII or better, or, if such ratings are no longer available, with a comparable rating from a recognized insurance rating agency.

## 10. CORRESPONDENCE AND COMMUNICATION; LEGAL NOTICE

a. All routine or operational correspondence or communications between the parties shall be to the respective address, telefax or telephone number shown on the face of this Agreement.

b. Any legal notice required or permitted to be given hereunder shall be in writing and may be given by delivering (by hand or nationally recognized overnight delivery service), or mailing it by registered or certified mail, and such notice shall be sufficiently given if addressed to the Customer Contact set forth on the face of this Agreement, or if addressed to the Supplier, to DecisionOne Corporation, 50 East Swedesford Road, Frazer, PA 19355-1488, Attention: Office of the General Counsel, with a copy to the Supplier Contact on the face of this

Agreement. Any notice delivered to the addressee shall be deemed received when actually delivered. Any notice sent by registered or certified mail shall be deemed received when signed for by an authorized representative of the addressee.

## 11. GENERAL

- a. Upon written notice, Supplier may assign this Agreement and its rights hereunder to any parent, subsidiary, or affiliate subject to approval of Customer, which will not be unreasonably withheld or delayed. In addition, either party may assign this Agreement upon the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.
- b. Failure of Supplier to exercise its rights hereunder shall not constitute a waiver thereof.
- c. With the exception of payment of funds, neither party will be responsible or liable in any way for its failure to perform or delay in performance of its obligations under this Agreement during any period in which performance is prevented or hindered by conditions reasonably beyond its control, including, but not limited to, acts of God, fire, flood, failure of public utilities, war, criminal activity, malicious acts, embargo, strikes, labor disturbances, explosions, riots, and laws, rules, regulations and orders of any governmental authority.
- d. Supplier may use the name of Customer in sales presentations, marketing vehicles and related activities.
- e. This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws principles. With the exception of actions for injunctive relief, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on any award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. In all cases, any claim must be brought within twelve (12) months after the occurrence of the alleged act or omission.
- f. This Agreement represents the entire agreement between the parties concerning the subject matter herein, and this Agreement supersedes all prior and contemporaneous negotiations, representations and agreements, oral or written, between the parties concerning the subject matter herein. If any conflict arises among the documents which comprise this Agreement, the following order of precedence shall govern: General Terms and Conditions; Schedules; Appendices; Pricing Addenda; Attachments. The terms and conditions of this Agreement shall control over and supersede any Customer purchase order or other Customer document. No provision of this Agreement shall be considered modified or amended by either party unless such modification is made in writing and signed by an authorized representative of each party. No e-mail or series of e-mails shall constitute a signed writing for the purpose of amending or otherwise superceding terms of this Agreement.
- g. Any provision of this Agreement which is found to be invalid, illegal, or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality, or unenforceability, without in any manner affecting the remaining provisions of this Agreement in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal, or unenforceable in any other jurisdiction. The parties further acknowledge that this Agreement was a product of arm's length negotiations and that based upon such negotiations, any ambiguous or unclear provision shall not be construed for or against the Supplier.
- h. Each party hereto represents that it has the authority to enter into this Agreement. Customer shall sign below and return this document to Supplier to signify its acceptance of the foregoing terms and conditions. Upon execution of this Agreement by Supplier, the parties shall be legally bound and agree to the terms of this Agreement as of the Effective Date.
- i. The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.
- j. Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.
- k. In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be cancelled in its entirety subject to payment for services performed prior to cancellation.

## 12. CALIFORNIA RESIDENCY (FORM 590).

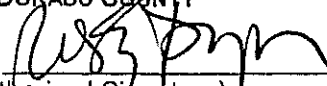


Prior to providing services to Customer Supplier shall show evidence of having filed a State of California Form 590, certifying it has a permanent place of business in California. Should Supplier fail to do so Customer shall withhold seven (7%) percent of each payment made to Supplier during the term of the Agreement.

Accepted by:

"CUSTOMER"

EL DORADO COUNTY

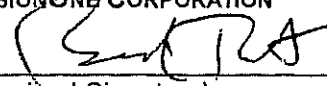
By:   
(Authorized Signature)  
**RUSTY DUPRAY**

(Printed Name)  
Chairman, Board of  
(Title) Supervisors  
8/31/04  
(Date)

Accepted by:

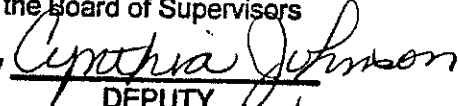
"SUPPLIER"

DECISIONONE CORPORATION

By:   
(Authorized Signature)  
**BRAD TROUT**

(Printed Name)  
DIRECTOR  
(Title)  
8-18-04  
(Date)

ATTEST: CINDY KECK, Clerk  
of the Board of Supervisors

By:   
**DEPUTY**  
8/31/04

Customer Purchase Order Number (if applicable) \_\_\_\_\_

## SCHEDULE FOR ON-SITE MAINTENANCE SERVICE

### 1. DEFINITIONS

- a. "Customer Service Engineer" ("CSE") – The Supplier technician who performs OSM Service at the Customer site.
- b. "Customer Supplied Items" – Items that are customarily supplied by the Customer or End User as part of normal use of the Equipment including, but not limited to, paper, ink cartridges, print heads, printer ribbons, toner cartridges, mouse pads, batteries (Except for clock batteries attached to system boards), accessories, consumer-replaceable fuser or transfer kits, removable storage media. Customer Supplied Items include items considered by the OEM to be "consumable" or the Customer's responsibility. Customer Supplied Items are not covered by OSM Service.
- c. "Dispatch Data Gathering ("DDG") System" – Supplier's call management system, where information about Customer service calls is recorded and tracked.
- d. "Equipment" – Those items of information technology equipment listed in the Addendum to Service Agreement and/or Pricing Addendum attached to the Agreement.
- e. "Monthly Maintenance Charge" ("MMC") – The fixed monthly charge for services performed or for each item of Equipment. Monthly Maintenance Charges shall be set forth in the Addendum to Service Agreement and/or Pricing Addendum attached to the Agreement.
- f. "Normal Working Hours" – The period of nine (9) consecutive hours between the hours of 8:00 A.M and 5:00 P.M. daily, (Monday through Friday), except Legal Holidays. Normal Working Hours shall be the local time where the Equipment is located.
- g. "On-Site Response Time" - the elapsed time from the opening of a call in Supplier's call management system until a CSE arrives on-site, measured in PPM hours.
- h. "Optional Hours of Service" – The hours, outside the PPM, during which Supplier may perform service at Customer's request. Such hours shall be available at an additional charge.
- i. "Original Equipment Manufacturer" ("OEM") – The original manufacturer of the Equipment.
- j. "Point of Service" – A geographic location from which Supplier personnel are based or can pick up parts to provide service. MMC, & and other applicable pricing may vary for items of Equipment based on the distance of the Customer location from a Point of Service.
- k. "Principal Period of Maintenance" ("PPM") – The period of time, within normal working hours, during which Supplier is contracted to perform services at Customer's location. The PPM shall be specified in the Addendum to Service Agreement.
- l. "Restore Time" - the elapsed time from the opening of a call in Supplier's call management system until the Equipment is restored to normal working order as defined by the OEM or further specified in a Statement of Work.
- m. "Standard Supplier Products" – Those equipment types and models approved by Supplier for service under the Agreement.
- n. "Time & Material" ("T&M") – A method of charging by the hour for labor and for parts and supplies used in performing services.

This On-Site Maintenance Service ("OSM Service") Schedule is attached to and forms a part of the Service Agreement between Supplier and Customer. The following terms and conditions define OSM Service under this Agreement. Any Standard Supplier Products are eligible for OSM Service. The following information shall be listed in the Addendum to Service Agreement:

- The items of Equipment subject to OSM Service under this Agreement,
- The monthly, quarterly, or annual price(s) for the OSM Service to be provided under this Agreement,
- The PPM and other metrics to be applied to the OSM Service under this Agreement, and
- Details about the call flow or service delivery process not otherwise covered herein.

## **2. ON-SITE MAINTENANCE SERVICE**

OSM Service is provided in order to keep Customer's Equipment in, or return Customer's Equipment to, good working order. OSM Service does not assure uninterrupted operation of Customer's Equipment.

OSM Service includes remedial maintenance and preventive maintenance based upon the specific needs of the individual item of Equipment. Customer shall initiate each request for remedial maintenance by placing a call to Supplier and providing to Supplier the Equipment model and serial number. Remedial maintenance shall be considered completed when the Customer's Equipment has been restored in accordance with the OEM's guidelines. OSM Service includes lubrication and adjustments and may also include the replacement of maintenance parts as Supplier deems necessary. Preventative maintenance service will be performed by Supplier as part of a remedial maintenance call during Normal Working Hours only.

In the event maintenance parts are included, they may or may not be manufactured by the OEM, may be altered by Supplier to enhance maintainability, and may be new or reconditioned to perform as new. Maintenance parts will be provided on an exchange basis, and the exchanged parts will become Supplier's property.

### **Preventive Maintenance**

DecisionOne will perform Preventive Maintenance in accordance with OEM specifications. Preventive maintenance may include: visual inspections, cleaning, diagnostic testing, filter changes adjustments, alignment of heads, vacuuming of keyboards, lubrication, the replacement of malfunctioning parts, and application of engineering changes, as deemed necessary by DecisionOne. The customer incurs no additional charge for Preventive Maintenance.

DecisionOne follows OEM suggested Preventive Maintenance schedules and procedures as described in the maintenance documentation supplied with each machine. Additional Preventive Maintenance related information is documented in the databases that DecisionOne purchases from the OEM and reviews on a weekly basis. Preventive Maintenance time will be jointly scheduled, based on the hours of coverage, tailored to County of El-Dorado's requirements. Activity history, combined with scheduled frequencies, generate Preventive Maintenance schedules for all applicable routines. DecisionOne provides schedules on a timely basis. The customer incurs no additional charge for Preventive Maintenance performed during non-prime hours.

Due to the critical nature of the environment, preventive maintenance is generally done during "off hours", either late in the evening or during the course of a weekend. Routine maintenance is rarely, if ever, carried out during periods of normal system usage and availability.

Preventive maintenance will be scheduled to fit into Customer's system availability schedule.

## **3. DISCLAIMER & CUSTOMER RESPONSIBILITY**

Supplier will not be liable for loss of funds contained in, dispensed by, or associated with any Equipment.

Customer shall ensure that all of its files are adequately duplicated and documented. Supplier is not responsible for Customer's failure to do so, or for the cost of reconstructing data stored on disc files, tapes, memories, etc., lost or damaged during the performance of services under this Agreement. Customer shall implement and take reasonable measures to prevent and detect computer viruses on Equipment and within the environment subject to the services under this Agreement. Customer warrants that (1) all software installed on Equipment is properly licensed for use by the Equipment user; and (2) the Equipment and all software thereon is designed to be used

during and after the calendar year 2000 A.D. and will operate during each such time period without error relating to date data.

#### 4. INVOICING, PAYMENT, PRICE CHANGES

Optional billing cycles shall be indicated on the Schedule of Service and/or Pricing Addendum to this Agreement. The default billing cycle option is "annual invoicing." Available billing cycle options are indicated in the following table:

MMC Amount	Annual Invoicing	Quarterly Invoicing	Monthly Invoicing
< \$500	Yes	No	No
\$500 - \$1000	Yes	Yes	No
>\$1000	Yes	Yes	Yes

If services are provided which are outside the scope of this Agreement, such amounts shall be invoiced on a time and material basis with a two-hour minimum as such service is provided. Hourly rates shall be Supplier's then current rates in effect when the service is performed, and shall be payable as specified in the invoice for such charges.

#### 5. EQUIPMENT INVENTORY

Customer shall provide an initial Equipment inventory, which includes manufacturer, model, machine type, options, serial number, and physical location. Supplier shall be responsible for maintaining the Equipment inventory to the extent that Equipment is added or deleted in accordance with Section entitled "EQUIPMENT ADDITION OR WITHDRAWAL". Failure of Customer to provide an initial Equipment inventory shall relieve Supplier of service level commitments, if any. Equipment that is not on the initial inventory list, or not added in accordance with Section entitled "EQUIPMENT ADDITION OR WITHDRAWAL", shall be eligible for OSM Service on a best effort basis at Supplier's then current Time & Material rate(s).

#### 6. SERVICABLE AREAS

If there is more than one (1) Customer location, Supplier will attach a Points of Service Appendix to this Agreement. The Appendix will describe the Supplier's then current Points of Service. Service will be available within 50 driving miles of any of Supplier's then current Points of Service. Service may be available to Customer locations further than 50 driving miles from Supplier's then current Points of Service at DecisionOne's prevailing Time and Materials rate, and/or with different Response Time and Restore Times to be set forth in the Addendum to Service Agreement. Supplier will accept service responsibility at additional Customer locations thirty (30) days (plus required training time) following Supplier's receipt of Customer's request to add a location. Supplier may add or remove Points of Service set forth in the Points of Service Appendix at any time upon ninety (90) days' prior written notice to Customer.

#### 7. EQUIPMENT INSPECTION AND MOVEMENT

Customer has supplied Supplier with a complete list of all equipment, including all feature codes, covered by the service agreement. Supplier's local Customer Service Manager for the El Dorado County area has dispatched a technician to inspect the Customer equipment. Supplier acknowledges acceptance of the equipment list and approves thereof based on the aforementioned inspection.

Customer shall be responsible to correct any outstanding deficiencies prior to acceptance by Supplier.

Upon prior notice to Supplier, Customer may move any item of Equipment from one location to another and Supplier will continue to maintain the Equipment provided: that the new location is within 50 miles of a Point of Service, Supplier training has been completed in the new location, and

- a) the Equipment is installed by Supplier; or
- b) Supplier has conducted an inspection after the Equipment installation at the new location and has accepted the Equipment for OSM Service.

If, in Supplier's opinion, the equipment does not qualify for OSM Service under this Agreement, Supplier may charge Customer for the cost of the inspection.

## **8. EQUIPMENT ADDITION OR WITHDRAWAL**

Customer may add any item of equipment upon giving Supplier thirty (30) days prior written notice, provided that Supplier, in its sole discretion, agrees to add such item of equipment to the Equipment list. All Equipment added after the Effective Date of this Agreement shall assume the unexpired portion of the term, or the unexpired portion of any renewal term, of the then existing Agreement.

Customer agrees to provide Supplier with thirty (30) days' prior written notice of withdrawal if any item of Equipment is to be withdrawn before the end of the Term under the following conditions:

- a) The Equipment is no longer in use at its location; or
- b) The Initial Term has expired and the Agreement continues for a renewal term; or
- c) Supplier has increased the MMC for the Equipment to be withdrawn by more than five percent (5%); or
- d) Supplier has increased the total MMC for all Equipment under OSM service covered by the Agreement by more than five percent (5%) in the aggregate.

Customer agrees to provide Supplier with ninety (90) days' prior written notice of withdrawal for any item of Equipment to be withdrawn under any other circumstances.

If Equipment is withdrawn without the required notice, Supplier may invoice Customer an early withdrawal charge of one (1) month's MMC based on the previous month's MMC for the withdrawn Equipment.

If Customer withdraws Equipment in accordance with the terms of this Agreement, Supplier will reimburse or credit Customer any prepaid quarterly or annual charges on a prorated basis.

All requests for additions or withdrawals shall, within (15) fifteen days following acceptance by Supplier of such request, be entered into the Customer's database, if applicable, and filed appropriately.

Notwithstanding the aforementioned, Customer initiated additions and withdrawals of Equipment shall be limited to a rate of thirty percent (30%) of the Equipment inventory, per year.

If Supplier has committed to acquire spare parts which cannot be used by Supplier elsewhere, and Customer initiated turnover of Equipment exceeds thirty percent (30%) per year, then Customer shall be responsible for reimbursing Supplier for the cost of unusable spare parts, up to four (4) times the total contract MMC.

## **9. HOURS OF ON-SITE AVAILABILITY**

The PPM for OSM Service shall be set forth in the Addendum to Service Agreement attached hereto. Optional Hours of OSM Service may be available for an additional charge. At the beginning of any month, Customer may select Optional Hours of OSM Service availability by giving Supplier fifteen (15) days prior written notice.

If Customer has not selected Optional Hours of service availability, all unscheduled on-site remedial maintenance service requested by Customer which is outside of the PPM will be furnished at the current hourly rates and terms then in effect. Charges for travel and other applicable expenses incurred in connection with such service will be invoiced to Customer.

## **10. SERVICES NOT COVERED**

OSM Service does not cover external electrical work, repair of Equipment damage due to use other than specified by OEM or increase in service time caused by misuse, accident, fire, flood, lightning, or other catastrophic causes, modification, unsuitable physical or operating environment, and improper service by someone other than Supplier, including attempts by Customer or a third party to make Customer's Equipment Year 2000 compliant. If any such service(s) are required, they may be provided at Supplier's current hourly rates and terms then in effect. Supplier will not be liable or responsible for the cost of any service and/or parts replacement resulting from fraud, tampering, latent defects or the use of unauthorized components, assemblies and modules, including but not limited to memory cards and boards.

OSM Service does not cover accessories or Customer Supplied Items, such as most batteries, platens, printheads, printer ribbons, toner cartridges, ink cartridges, certain fuser kits, imaging drum/belt kits, transfer drum/belt kits, filters, removable storage media, paper, mouse pads, missing parts, other consumable supplies or those items identified by the OEM as being Customer's responsibility. Nor does it cover Equipment relocation services, systems engineering services, programming, reinstallation of Customer's operating system or application software, or operational procedures of any sort.

The replacement of maintenance parts such as cathode ray tubes is limited to failure of such parts, and does not include such occurrences as burnt phosphor of the CRT screen.

All service requested by Customer which is not covered as defined above may be furnished at the then current hourly rates and terms. Actual charges for travel and other applicable expenses incurred in connection with such service will be invoiced to Customer.

## **11. INSTALLATION AND CONTROL OF ENGINEERING AND SAFETY CHANGES**

Under all circumstances, Customer is solely responsible for assuring the Supplier has access to the necessary engineering and safety change(s) at no cost to the Supplier.

Supplier will control and install all engineering changes or applicable hardware or firmware change orders which it deems necessary on Equipment. Such changes or change orders shall include those which have an immediate effect on the operation or safety of the contracted configuration or Customer's current application. There will be no charge for installing these types of engineering changes during the PPM.

Supplier will control and install, without charge, all safety changes it deems necessary. If Customer refuses to permit installation of a safety or mandatory change, or if Customer removes an installed safety change, Supplier may discontinue providing OSM Service until the hazard has been corrected.

If Customer requests installation of engineering changes and/or field change orders on Equipment, including safety changes, at times outside the PPM, Supplier may charge Customer for such installation service at the current hourly rates and terms.

The County Officer or employee with responsibility for administering this Agreement is Gary Coverdale, Assistant Director of Information Technologies or his successor.

Accepted by:  
"CUSTOMER"

EL DORADO COUNTY

By:   
(Authorized Signature)

RUSTY DUPRAY

(Printed Name)

Chairman Board of  
(Title) Supervisors

8/31/04

(Date)

Accepted by:  
"SUPPLIER"

DECISIONONE CORPORATION

By:   
(Authorized Signature)

BRAD TROUT

(Printed Name)

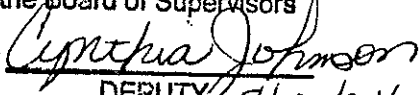
DIRECTOR

(Title)

8-18-04

(Date)

ATTEST: CINDY KECK, Clerk  
of the Board of Supervisors

By:   
DEPUTY 8/31/04





County of El Dorado, CA

IBM Equipment

Pricing 6/24/2004

<u>Manufacturer</u>	<u>Type</u>	<u>Model</u>	<u>Description</u>	<u>3yr Pricing</u>
IBM	7060	H30	S/390 Multiprise 3000 Server	\$857.20
IBM	9393	T82	Virtual Array Storage	\$292.95
IBM	9393	T82	Virtual Array Storage	\$292.95
IBM	4245	20	Printer 2000 LPM	\$315.15
IBM	8275	322	Ethernet Switch	\$37.71
IBM	3480	A22	Magnetic Tape Subsystem	\$277.97
IBM	3480	B22	Magnetic Tape Subsystem	\$173.28
IBM	3174	11LL	Establishment Controller	\$14.17
IBM	3174	11LL	Establishment Controller	\$14.17
IBM	3174	01L	Establishment Controller	\$14.17
IBM	2216	400	Nways Multiaccess Connector	\$51.45

**Monthly Totals**                    **\$2,341.17**  
**Annual Price**                        **\$28,094.04**  
**3-Year Total**                         **\$84,282.12**