

BILLING AGREEMENT FOR SERVICES

THIS BILLING AGREEMENT for services ("Billing Agreement") is made and entered into as of the 25th day of August, 2009, between the County of El Dorado ("Customer") and Dell Marketing, L.P. ("Dell").

The purpose of this Billing Agreement is to allow Customer to pay for services for its Dell branded products on a monthly pre-pay basis. The services for the products listed in Exhibit A ("Assets") and this billing arrangement will be provided pursuant to the terms and conditions of either the respective service contract(s) posted online at http://www.dell.com/service_contracts or other applicable Dell service documentation as attached. This Billing Agreement is intended to cover only those Assets used by Customer for business purposes.

BILLING

This Billing Agreement shall serve in lieu of a purchase order and Customer hereby commits to allocate funds to support its purchase of services hereunder. Customer agrees to pay such invoices within thirty (30) days. Customer's payment terms shall be net thirty (30) days from the date of invoice. For invoices not paid within forty-five (45) days from the invoice date, Dell reserves the right to charge Customer a late penalty charge of one percent (1%) per month applied against undisputed overdue amounts. The initial contract value for this Billing Agreement is \$49,228.87, plus any applicable taxes, through 06/30/2011, subject to change as Assets are added or removed as set forth in this Billing Agreement.

Dell shall invoice Customer in advance for services coverage on or about the 5th of each month based on the amounts set forth in Exhibit A. The amount billed each month will be calculated based on the total price of the services spread over the life of each item's individual service contract term (Example: Total price of a 3-year services contract would be divided into 36 approximately equal monthly payments). Each invoice will reflect only the applicable Asset tags that will be covered during that billing cycle.

All amounts paid under this Billing Agreement are pre-payments for the monthly billing period, and not a payment in arrears. If an extended contract on a given Asset tag is set to start in the future, Customer will not be billed until that Asset tag's contract start date. Customer accepts and will pay all applicable taxes.

Customer shall have the right to add Assets to service coverage pursuant to this Billing Agreement at any time so long as they provide Dell with a written request to do so identifying equipment model and asset service tag information. Upon receipt and acceptance of written request, Dell will provide Customer with an updated Asset list and quote that replaces and supersedes the existing Asset list and becomes incorporated herein as Exhibit A and made by reference a part hereof.

TERMINATION/ASSET REMOVAL

Customer shall have the right to remove from service coverage any or all of the Assets upon thirty (30) days prior written notice via email to its Dell sales contact or RemoveMyTags@dell.com billing contact and identifying the Asset tag(s) to be removed. Dell may charge customer an Asset tag removal fee equal to twenty percent (20%) of the remaining total contract value for the associated tags. No credit or refund will be issued for any amounts previously invoiced or paid.

This Billing Agreement will remain in effect unless and until: 1) terminated by Customer or Dell upon thirty (30) days' prior written notice to the non-terminating party; 2) all service tags are removed from coverage; or 3) the extended hardware service contracts for all the Assets are allowed to expire or are terminated pursuant to their terms. In the event that Customer fails to pay Dell any undisputed monthly invoice when due, then Dell reserves the right to terminate this Billing Agreement and cancel outstanding services with ten (10) days written notice.

This Billing Agreement in its entirety shall automatically renew upon receipt and approval of a renewal quote from Dell, identifying all current Assets listed at the time of renewal, sixty (60) days prior to the termination date. Quote will be at Dell's current rates with consideration for the WSCA pricing agreement if applicable. Revised Asset list will replace and supersede the previous Asset list and become incorporated herein as Exhibit A, and made by reference a part hereof. All other terms and conditions of the agreement will remain in full force and affect.

Customer billing address:
County of El Dorado
Information Technologies
360 Fair Lane
Placerville, CA 95667

Customer shipping address:
SAME

This Billing Agreement shall be governed by and construed under the laws of the State of California, without reference to the conflicts of laws provisions thereof.

If you agree with the above arrangement, please provide an authorized signature in the space below and return one copy of this Billing Agreement to us.

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

County of El Dorado, Information Technologies("Customer")	Dell Marketing, L.P. ("Dell")
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____