

Business Partner HQ Address: 2222 Trade Zone Blvd San Jose, CA 95131		Phone Number: 408-954-5154	
Main Telephone #: 408-954-5100		email: mmarks@advantel.com	
Avaya Siebel Parent ID: 386			
FILL IN DISTRIBUTOR INFORMATION BELOW:			
Distributor Co. Name: Westcon		Distributor Sales Associate: Tim Hare	Reference#
Distributor HQ Address: 2403 Sidney St, Suite 206, Pittsburgh, PA 15203		Phone Number: 412-209-1085	
Main Telephone #: 800-511-7240 prompt 5		email: maintenance@westcon.com	
Avaya Siebel Parent ID: 548		DO NOT send to the Care Center. Please send the scanned/signed originals to maintenance@westcon.com	
Distribute to: Original (BPCC) Copy 2 (Customer) Copy 3 (Avaya Authorized BusinessPartner) Copy 4 (Distributor)			

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Kelly Webb, Interim Director, Information Technologies, or successor.



Agreement #659-S1411

Service Agreement Detail Document
SA Preferred AOS 5-29-14 v3
For
El Dorado County
Quote Reference Number: 426328
Quote Produced on May 30, 2014
Quote Expires on Sep 27, 2014
Estimated Service Agreement Start Date: Jun 1, 2014

Maintenance Payment Frequency: Annual Prepaid
Maintenance Quote Term in Months: 36
Port Pricing Type: N/A
Region: United States
Currency: USD

* Estimated Subsequent Invoice Amount is for informational purposes only & does not reflect 1) changes associated with utility measurements gathered at true-up, 2) subsequent component additions to already covered product categories or 3) Invoice amounts for items eligible for coverage in yearly increments. Estimated subsequent invoice amounts are calculated assuming that coverage is still available in subsequent years.

* The quoted items included in this report must be covered by a current, unexpired contract to generate a complete quote detail.

Coverage for this MPC/Material has lapsed beyond the grace period, therefore, charges apply and are included in the Re-Initiation fee.

The Maintenance Services being ordered on this Order Form and the associated billing may commence, in some cases, during the Avaya Product warranty period.

Avaya will, at its discretion, perform a true up on no more than a quarterly basis to reconcile future billing on some items which have been added (activated) or removed (deactivated) during the previous period. No credits or cash payments will be issued against previously paid amounts.

Maintenance service unit price associated with CMS Administered Agents and Administered Voice Mail Boxes will remain fixed based on the number of units located at the site at time of the maintenance contract start date. This per unit charge will remain unchanged for the contracted term of maintenance support, independent of quantity changes recorded during true-ups.

Service charges for IP ports and certain Communication Manager applications (including but not limited to Wan Spare Processor, Local Spare Processor, Survivable Remote Processor & IP Agents) located at remote customer sites that are priced under the utility pricing methodology will be invoiced at customer's main/media server location. These service charges will be invoiced based on the coverage option and pricing reflected at the main site or location.



SAP Sold to: 0003146914
 FL: 0003146914
 Organization Code: B001
 Distribution Channel: 01
 Payer Ref Number: 0000000000
 FL Address:
 EL DORADO COUNTY OF
 330 FAIR LN
 PLACERVILLE , CA 95667-4103

MPC/Material Code	Description	*Qty	Delayed Billing Date	Months	Monthly Unit Price	Initial Invoice Amount	*Estimated Subsequent Invoice Amount	*Estimated Total Price
AOS RELEASE MANAGEMENT				36-Month Term				
					Release Mgmt 24X7-AOS			
000000000000271287	AOS IP TELEPHONY MANAGED ASSIST RELEASE MANAGEMENT 1001-5000 USER	2273		36	\$0.68	\$18,547.68	\$18,547.68	\$55,643.04
000000000000271392	AOS CCMS ASSIST RELEASE MANAGEMENT 100 - 249 AGENTS	1		36	\$2.25	\$27.00	\$27.00	\$81.00
MPC Totals -						\$18,574.68	\$18,574.68	\$55,724.04
Converged Voice Products				36-Month Term				
					Parts Plus Remote Support 24x7			
00000000000185701	IP MEDIA RESOURCE CIRCUIT PACK TN2602AP	5			\$0.00	\$0.00	\$0.00	\$0.00
00000000000195250	IPS12 CIRCUIT PACK TN2312BP RHS	8			\$0.00	\$0.00	\$0.00	\$0.00
		8			\$0.00	\$0.00	\$0.00	\$0.00
00000000000195251	C-LAN INTERFACE CIRCUIT PACK TN799DP RHS	4			\$0.00	\$0.00	\$0.00	\$0.00
00000000000195307	S8720 SERVERS RHS	1			\$0.00	\$0.00	\$0.00	\$0.00
00000000000198226	DAL2 FOR S87XX SERVERS	1			\$0.00	\$0.00	\$0.00	\$0.00
00000000000203027	VAL CIRCUIT PACK TN2501AP	1			\$0.00	\$0.00	\$0.00	\$0.00
00000000000203071	IP 320 MEDIA RESOURCE TN2602AP	4			\$0.00	\$0.00	\$0.00	\$0.00
00000000000263764	DL360G7 SERVER CM SIMPLEX/DUPLEX/MBT/SBC	2			\$0.00	\$0.00	\$0.00	\$0.00
000000000700394950	G650 MEDIA GATEWAY RHS	12			\$0.00	\$0.00	\$0.00	\$0.00
000000000700406135	G650 AC/DC POWER SUPPLY 655A RHS	12			\$0.00	\$0.00	\$0.00	\$0.00
		12			\$0.00	\$0.00	\$0.00	\$0.00
MPC Totals -						\$0.00	\$0.00	\$0.00
DEFINITY Software				36-Month Term				
					Parts Plus Remote Support 24x7			
00000000000187730	SFTW ENTITLEMENTS LIC:DS; 5EC500, 5IPSFT LIC:NU; 5IPSTA, 5200AGT LIC:CU	1			\$0.00	\$0.00	\$0.00	\$0.00

MPC/Material Code	Description	*Qty	Delayed Billing Date	Months	Monthly Unit Price	Initial Invoice Amount	*Estimated Subsequent Invoice Amount	*Estimated Total Price
MPC Totals -						\$0.00	\$0.00	\$0.00
Data	36-Month Term	Parts Plus Remote Support 24x7						
00000000000101097	CSU 551 T1	1		12	\$14.85	\$178.20	\$0.00	\$178.20
MPC Totals -						\$178.20	\$0.00	\$178.20
Enterprise Voice Systems	36-Month Term	Parts Plus Remote Support 24x7						
00000000000102907	CP ANLG LN TN742 8PT	11			\$0.00	\$0.00	\$0.00	\$0.00
00000000000102909	DEFINITY CIRCUIT PACK TN754C DIGITAL LINE 8 PORT	20			\$0.00	\$0.00	\$0.00	\$0.00
00000000000102935	CSU MODULE 120A4	6			\$0.00	\$0.00	\$0.00	\$0.00
00000000000102947	DEFINITY CIRCUIT PACK DIGITAL 2 WIRE 24 PORTS	13			\$0.00	\$0.00	\$0.00	\$0.00
00000000000109453	DEFINITY MULTI CARRIER EXPANSION PORT NETWORK MODEL 2	1			\$0.00	\$0.00	\$0.00	\$0.00
00000000000195311	INTEGRATED CSU RHS	16			\$0.00	\$0.00	\$0.00	\$0.00
00000000000196886	SWITCHROOM 110AC ADMINISTRATION RHS	15			\$0.00	\$0.00	\$0.00	\$0.00
000000000103557468	CIRCUIT PACK TN793 ANALOG LINE 24 PORT	2			\$0.00	\$0.00	\$0.00	\$0.00
000000000105167266	CIRCUIT PACK TN747B CENTRAL OFFICE TRUNK INTERFACE	2			\$0.00	\$0.00	\$0.00	\$0.00
000000000106405616	CIRCUIT PACK TN763D AUX TRUNK INTERFACE	1			\$0.00	\$0.00	\$0.00	\$0.00
000000000107784001	CIRCUIT PACK CALL CLASSIFIER TN744D	1			\$0.00	\$0.00	\$0.00	\$0.00
000000000107985616	CIRCUIT PACK TN753B DID INTERFACE TRUNK 8 PORT	2			\$0.00	\$0.00	\$0.00	\$0.00
000000000108032947	CIRCUIT PACK TN429C DID TRUNK	1			\$0.00	\$0.00	\$0.00	\$0.00
000000000108772583	CIRCUIT PACK TN2501AP VOICE ANNOUNCEMENT	2			\$0.00	\$0.00	\$0.00	\$0.00
000000000601817422	FLASH CARD 4 MEGABITE	1			\$0.00	\$0.00	\$0.00	\$0.00
000000000700059652	CP TN2224CP DGTL LN 24PT RT	13			\$0.00	\$0.00	\$0.00	\$0.00
000000000700393408	FACILITY TEST CIRCUIT PACK TN771DP RHS	4			\$0.00	\$0.00	\$0.00	\$0.00
000000000700394497	BUS TERMINATOR CIRCUIT PACK AHF110 RHS	8			\$0.00	\$0.00	\$0.00	\$0.00
000000000700394638	CALL CLASSIFIER CIRCUIT PACK TN744E RHS	2			\$0.00	\$0.00	\$0.00	\$0.00
000000000700394794	DS1 INTERFACE TN464HP RHS	8			\$0.00	\$0.00	\$0.00	\$0.00
000000000700405020	USB MODEM V.92 56K RHS	2			\$0.00	\$0.00	\$0.00	\$0.00
MPC Totals -						\$0.00	\$0.00	\$0.00
HIGHEND_APP_SRVR_H	36-Month Term	Onsite HW 24x7						
000000000700501092	DL360G7 SERVER SESSION MANAGER	1		36	\$0.00	\$0.00	\$0.00	\$0.00
000000000700501093	DL360G7 SERVER SYSTEM MANAGER	1		36	\$0.00	\$0.00	\$0.00	\$0.00
MPC Totals -						\$0.00	\$0.00	\$0.00
INTEGRATED SYSTEM MGT SOFTWARE	36-Month Term	Parts Plus Remote Support 24x7						
00000000000201130	INTEGRATED MANAGEMENT ASA VOICE ANNC MANAGER CLIENT CM LIC:CU,SR	1		36	\$0.00	\$0.00	\$0.00	\$0.00
00000000000201131	INTEGRATED MANAGEMENT NETWORK MANAGEMENT CONSOLE CM LIC:DS,CU,SR	1		36	\$0.00	\$0.00	\$0.00	\$0.00

MPC/Material Code	Description	*Qty	Delayed Billing Date	Months	Monthly Unit Price	Initial Invoice Amount	*Estimated Subsequent Invoice Amount	*Estimated Total Price
MPC Totals -						\$0.00	\$0.00	\$0.00
SA APPL SERVER MEDIUM	36-Month Term	Parts 7x24						
00000000000230422	SA PARTS 24X7X4 SUPT APPLICATION MEDIUM SERVER 3YR AN PREPD	2		36	\$81.00	\$1,944.00	\$1,944.00	\$5,832.00
MPC Totals -						\$1,944.00	\$1,944.00	\$5,832.00
SA CM GATEWAY LARGE	36-Month Term	Parts 7x24						
00000000000230212	SA PARTS 24X7X4 SUPT CM LARGE GATEWAY 3YR AN PREPD	12		36	\$70.20	\$10,108.80	\$10,108.80	\$30,326.40
MPC Totals -						\$10,108.80	\$10,108.80	\$30,326.40
SA CM SERVER MEDIUM	36-Month Term	Parts 7x24						
00000000000230062	SA PARTS 24X7X4 SUPT CM MEDIUM SERVER 3YR AN PREPD	2		36	\$116.64	\$2,799.36	\$2,799.36	\$8,398.08
MPC Totals -						\$2,799.36	\$2,799.36	\$8,398.08
SA_AURA SW SUPPORT R6	36-Month Term	Preferred						
00000000000252565	UPGRADE ADVANTAGE AURA R6 FOUNDATION SUITE 3YR AN PREPD	2273		36	\$1.02	\$27,821.52	\$27,821.52	\$83,464.56
00000000000257065	SA PREFER SUPT AURA R6 FOUNDATION SUITE 3YR AN PREPD	2273		36	\$1.32	\$36,004.32	\$36,004.32	\$108,012.96
MPC Totals -						\$63,825.84	\$63,825.84	\$191,477.52
SA_CALL CENTER SW SUPPORT R6	36-Month Term	Preferred						
00000000000238373#	SA PREFER SUPT CALL CENTER R6 ELITE AGT 1-100 3YR AN PREPD	1		36	\$4.76	\$57.12	\$57.12	\$171.36
00000000000238374	UPGRADE ADVANTAGE CALL CENTER R6 ELITE AGT 1-100 3YR AN PREPD	1		36	\$2.59	\$31.08	\$31.08	\$93.24
MPC Totals -						\$88.20	\$88.20	\$264.60
SA_REINITIATION_FEE	36-Month Term	Coverage N/A						
00000000000262690	SUPPORT ADVANTAGE PENALTY FEE	1		36	\$0.40	\$14.40	\$0.00	\$14.40
MPC Totals -						\$14.40	\$0.00	\$14.40
SA_SAL SW SUPPORT R1_5	36-Month Term	Preferred						
00000000000253607#	SA PREFER SUPT SAL R1.5 STANDALONE GATEWAY DOWNLOADABLE TRACKING	1		36	\$0.00	\$0.00	\$0.00	\$0.00
MPC Totals -						\$0.00	\$0.00	\$0.00
SA_UNIFIED COMM EDITION R1	36-Month Term	Preferred						
00000000000242358#	SA PREFER SUPT UCE R1 AES R4 UNIFIED DESKTOP /E	2273		36	\$0.00	\$0.00	\$0.00	\$0.00
00000000000253340#	SA PREFER SUPT UCE R1 ONE-X COMMUNICATOR R1 /E	2273		36	\$0.00	\$0.00	\$0.00	\$0.00
00000000000253352#	SA PREFER SUPT UCE R1 ONE-X PORTAL R1 STANDARD /E	2273		36	\$0.00	\$0.00	\$0.00	\$0.00
00000000000253364#	SA PREFER SUPT UCE R1 EC500 R8 SINGLE MODE /E	2273		36	\$0.00	\$0.00	\$0.00	\$0.00
00000000000253376#	SA PREFER SUPT UCE R1 ONE-X MOBILE R1 CLIENT /E	2273		36	\$0.00	\$0.00	\$0.00	\$0.00
00000000000253388#	SA PREFER SUPT UCE R1 46XX VPN R2 /E	2273		36	\$0.00	\$0.00	\$0.00	\$0.00
00000000000253400#	SA PREFER SUPT UCE R1 IP SOFTPHONE R6 /E	2273		36	\$0.00	\$0.00	\$0.00	\$0.00
MPC Totals -						\$0.00	\$0.00	\$0.00
SQRN: 812699	Sold To Totals -					\$97,533.48	\$97,340.88	\$292,215.24



SAP Sold to: 0005387687
 FL: 0005387687
 Organization Code: B001
 Distribution Channel: 01
 Payer Ref Number: 0000000000
 FL Address:
 EL DORADO COUNTY
 1360 JOHNSON BLVD
 SOUTH LAKE TAHOE , CA 96150

MPC/Material Code	Description	*Qty	Delayed Billing Date	Months	Monthly Unit Price	Initial Invoice Amount	*Estimated Subsequent Invoice Amount	*Estimated Total Price	
Converged Voice Products		36-Month Term		Parts Plus Remote Support 24x7					
00000000000263764	DL360G7 SERVER CM SIMPLEX/DUPLEX/MBT/SBC	2			\$0.00	\$0.00	\$0.00	\$0.00	
MPC Totals -						\$0.00	\$0.00	\$0.00	
HIGHEND_APP_SRVR_H		36-Month Term		Onsite HW 24x7					
000000000700501092	DL360G7 SERVER SESSION MANAGER	1		36	\$0.00	\$0.00	\$0.00	\$0.00	
MPC Totals -						\$0.00	\$0.00	\$0.00	
SA APPL SERVER MEDIUM		36-Month Term		Parts 7x24					
00000000000230422	SA PARTS 24X7X4 SUPT APPLICATION MEDIUM SERVER 3YR AN PREPD	1		36	\$81.00	\$972.00	\$972.00	\$2,916.00	
MPC Totals -						\$972.00	\$972.00	\$2,916.00	
SA CM SERVER MEDIUM		36-Month Term		Parts 7x24					
00000000000230062	SA PARTS 24X7X4 SUPT CM MEDIUM SERVER 3YR AN PREPD	2		36	\$116.64	\$2,799.36	\$2,799.36	\$8,398.08	
MPC Totals -						\$2,799.36	\$2,799.36	\$8,398.08	
SA_AURA SW SUPPORT R6		36-Month Term		Preferred					
00000000000250581	SUPT ADV PREFERRED TRACKING REMOTE SITE AURATM R6	1		36	\$0.00	\$0.00	\$0.00	\$0.00	
MPC Totals -						\$0.00	\$0.00	\$0.00	
SQRN: 31428						Sold To Totals -	\$3,771.36	\$3,771.36	\$11,314.08
Grand Totals -						\$101,304.84	\$101,112.24	\$303,529.32	



**MAINTENANCE AND MANAGED SERVICES TERMS (UNITED STATES)
(MASTER VERSION 03-2013)**

The undersigned Customer agrees that these General Conditions of Maintenance and Managed Services (the “**Agreement**”) will govern the purchase of certain Services described below by Customer from Avaya Inc. (“**Avaya**”). The “**Effective Date**” of this Agreement is the date Avaya accepts an order in accordance with Section 1.1 below and continues until terminated in accordance with Section 6 below.

1. ORDER, PROVISION AND SCOPE OF SERVICES

1.1 Ordering Services for Supported Products. Customer may purchase Services for supported products by issuing an order to Avaya. The products supported (“**Supported Products**”) under this Agreement are: (i) the hardware or software products identified in the order, (ii) Added Products (defined in Section 1.8), and (iii) the hardware and software products that are within the scope of orders that are renewed as described in Section 6.1. Supported Products may include non-Avaya products to the extent they are specified in the order. “**Supported Systems**” are a group of products or networks specified in the order. The “**Supported Sites**” for such Support Products are locations specified in the order.

1.1.1 Any Affiliate (as defined below) of Customer shall be permitted to place orders hereunder; however, such Affiliates are subject to credit approval by Avaya. All orders shall reference this Agreement or Agreement number and shall specify the quantity, price, delivery location, and Avaya quotation or proposal number. However, Customer’s orders issued during the term specified below will be governed by the terms of the Agreement even if orders lack an express reference to the Agreement, except if Customer’s orders reference a separate applicable agreement between the parties. All other terms and conditions contained in any Customer purchase order or other document not expressly referenced in the Agreement will have no effect. Orders are subject to acceptance by Avaya. Avaya may accept an order by commencing to perform Services. Accepted orders will be deemed to incorporate and be subject to the Agreement. Each order placed and accepted hereunder shall be deemed to constitute a separate agreement, incorporating the terms and conditions hereof, between Avaya and Customer or the Affiliate entity placing the order, with such entity being deemed “**Customer**” for purposes of this Agreement.

1.1.2 “**Affiliate**” means, with respect to either party, any direct or indirect subsidiary or an entity, present or future, controlling, controlled by, or under common control with a signatory of this Agreement. For purposes of this definition, “**control**” means the power to direct the management and policies of such party, directly or indirectly, whether through ownership of voting securities, by contract or otherwise; and the terms “**controlling**” and “**controlled**” have meanings correlative to the foregoing. Customer and Avaya will cause their Affiliate(s) to comply with the provisions of this Section.

1.2 Provision of Services. In return for the payment of the fees specified in the order, Avaya will provide the Maintenance/Managed Services options for Supported Products or Supported Systems at Supported Sites, as described further in this Agreement and the Service Agreement Supplement, Service Description, and/or Statement of Work, as applicable (for purposes of this Agreement, “**Services**”) that are delivered in the United States. The “**Service Agreement Supplement**” or “**Service Description**” is the applicable Avaya Service Agreement Supplement or Service Description then current as of the date of Avaya’s acceptance of an order for Services and available to Customer upon request. The parties may execute a statement of work describing specific Services to be provided by Avaya (“**Statement of Work**” or “**SOW**”). As used in this Agreement, “**SAS**” refers to the Service Agreement Supplement, Service Description or Statement of Work, as applicable. In the event of a conflict between the SAS and this Agreement, this Agreement will govern.

1.3 Monitoring. Avaya may electronically monitor Supported Products and Supported Systems for the following purposes: (i) remote diagnostics and corrective actions; (ii) to determine system configuration and applicable charges; (iii) to verify compliance with applicable software license terms and restrictions; (iv) when providing managed Services, to assess Customer needs for additional Supported Products or Services; (v) as otherwise provided in the SAS.

1.4 Incident Correction. Some Services options may include correction of Incidents. An “**Incident**” means a failure of a Supported Product to conform in all material respects to the manufacturer’s specifications that were currently applicable when the Supported Product was purchased or licensed.

1.5 Help Line Support. Where the selected Services option includes help line support, Avaya will provide it in accordance with the coverage option (service hours, target response intervals, etc.) that Customer has selected.

1.6 End of Support. Periodically, Avaya or a third party manufacturer may declare “end of life,” “end of service,” “end of support,” “manufacture discontinue” or similar designation (“**End of Support**”) for certain Supported Products. Customer may access Avaya’s user support website (<http://support.avaya.com>) for End of Support notifications, and to register an e-mail address to receive e-mail notifications of the same, when published by Avaya. For Supported Products subject to End of Support, Avaya will continue to provide the support described in the applicable SAS, except for the End of Support exceptions listed therein (“**Extended Support**”). If the SAS does not include Extended Support information, Avaya will make available the description of Extended Support (if available) for the Supported Products concerned at the same time as its End of Support notification. For Supported Products not subject to Extended Support, if Services are discontinued for a Supported Product, the Supported Product will be removed from the order and rates will be adjusted accordingly.

1.7 Replacement Hardware. Replacement hardware provided as part of Services may be new, factory reconditioned, refurbished, re-manufactured or functionally equivalent. It will be furnished only on an exchange basis. Returned hardware that has been

replaced by Avaya will become Avaya's property. Title to Avaya-installed replacement hardware provided as part of Services will pass to Customer when installed. Title to all other hardware provided as part of Services will pass to Customer when it arrives at the Supported Site

1.8 Added Products. If Customer acquires from Avaya and/or an Avaya authorized reseller additional products of the same type and manufacturer(s) as the existing Supported Products and locates them with existing Supported Products at a Supported Site, they will be considered "**Added Products**", and will be added to the order automatically for the remainder of the order term. Added Products purchased from a party other than the manufacturer or an authorized reseller may be added to or declined from being added to the Support Products at Avaya's discretion, and may be subject to certification by Avaya at Avaya's then current Services rates.

1.9 General Limitations. Unless the SAS provides otherwise, Avaya will provide software Services only for the unaltered current release of the Supported Products software and the prior release. The following items are included in the Services only if the SAS specifically includes them: (i) support of user-defined applications; (ii) support of Supported Products that have been modified by a party other than Avaya (except for installation of standard, self-installed updates provided by the manufacturer); (iii) making corrections to user-defined reports; (iv) data recovery services; (v) services associated with relocation of Supported Products; (vi) correction of Incidents arising from causes external to the Supported Products (such as power failures or surges); and (vii) services for Supported Products that have been misused, used in breach of their license restrictions, improperly installed or configured, or that have had their serial numbers altered, defaced or deleted

2. INVOICING AND PAYMENT

2.1 Avaya will invoice Customer for Services in advance unless another payment option is specified in the order or as otherwise specified in the SAS. Unless otherwise requested by Customer in writing, Avaya will invoice to and process payments from Customer via Avaya's electronic bill application.

2.2 Payment of invoices is due within 30 days from the date of Avaya's invoice. Customer will inform Avaya in writing of any disputed portion of an invoice within 15 days from the date of Avaya's invoice. Customer will pay all bank charges, taxes, duties, levies and other costs and commissions associated with other methods of invoicing and payment. Avaya may suspend performance of orders for which payment is overdue until the overdue amount is paid in full. Overdue payments will be subject to a late payment charge of the lesser of one and one half percent (1.5%) per month or the maximum rate allowed by applicable law. Customer will reimburse Avaya for reasonable attorneys' fees and any other costs associated with collecting delinquent payments.

2.3 Taxes. Unless Customer provides Avaya with a current tax exemption certificate, Customer is solely responsible for paying all legally required taxes, including without limitation any sales, excise or other taxes and fees which may be levied upon the sale, transfer of ownership, license, installation or use of the Supported Products or upon the Service, except for any income tax assessed upon Avaya

3. CUSTOMER RESPONSIBILITIES

3.1 General. Customer will cooperate with Avaya as reasonably necessary for Avaya's performance of its obligations, such as: (i) providing Avaya with full, free and safe access to its facilities; (ii) providing telephone numbers, network addresses and passwords necessary for remote access; and (iii) providing interface information for Supported Products and necessary third party consents and licenses to access them. All items will be provided by Customer at Customer's expense. If Avaya provides an update or other new release of New Software (as defined in Section 4 below) as part of the Services, Customer will implement it promptly. Customer is responsible for ensuring that its networks and systems are adequately secured against unauthorized intrusion or attack and regularly backing up its data and files in accordance with good data retention and security practices. Customer will reasonably use, safeguard and return to Avaya any items that Avaya loans or makes available to Customer ("**Avaya Tools**") for the purpose of providing Services under this Agreement, such as, but not limited to, the Secure Intelligent Gateway. Customer will bear risk of loss and damage to Avaya Tools until returned to Avaya. If Customer fails to meet its cooperation obligations under this Section or as otherwise provided in the Agreement, Avaya may delay or suspend its performance of Services relating to Customer's failure.

3.2 Provision of Supported Products and Systems. Except for Avaya hosted facilities identified in the SAS, Customer will provide all Supported Products, Supported Systems and Supported Sites. Customer continuously represents and warrants that: (i) Customer is either the owner of, or is authorized to access and use, each of them; and (ii) Avaya, its suppliers, and subcontractors are authorized to do the same to the extent necessary to provide the Services in a timely manner.

3.3 Moves of Supported Products. Customer will notify Avaya in advance before moving Supported Products. Avaya may charge additional amounts to recover additional costs in providing the Services as a result of moved Supported Products.

3.4 Vendor Management. Where Avaya is to instruct or request products or services on Customer's behalf from third party vendors under Customer's supply contracts with the third party vendors ("**Vendor Management**"), Customer will provide Avaya upon request a letter of agency or similar document, in a form reasonably satisfactory to Avaya, permitting Avaya to perform the Vendor Management. Where the third party vendor's consent is required for Avaya to be able to perform Vendor Management in a timely manner, Customer will obtain the written consent of the vendor and provide Avaya a copy of it upon request.

3.5 Third Party Hosting. In the event one or more network address(es) to be monitored by Avaya are associated with systems owned, managed, and/or hosted by a third party service provider ("**Host**"), Customer will: (i) notify Avaya of the Host prior to commencement of the Services; (ii) obtain the Host's advance written consent for Avaya to perform the Services on the Host's computer systems and provide Avaya with a copy of the consent upon request; and (iii) facilitate necessary communications between Avaya and the Host in connection with the Services.

3.6 Access to Personal Data. From time to time, Customer may require Avaya to access a Supported Product or Supported System containing employee, customer or other individual's personal data (collectively, "**Personal Data**"). Where Customer instructs Avaya to access any Personal Data, or to provide Customer or a third party identified by Customer with access, Customer

will (i) notify all relevant employees and other individuals of the fact that Avaya will have access to such Personal Data in accordance with Customer's instructions, and (ii) to the extent permitted by local law or regulation, indemnify Avaya and its officers, directors, employees, subcontractors and Affiliates against, and hold each of them harmless from, any and all liabilities, costs, damages, judgments and expenses (including reasonable attorney's fees and costs) arising out of Avaya accessing or providing access in accordance with Customer's instructions.

4. SOFTWARE LICENSE

Where Services include provision of patches, updates or feature upgrades for Supported Products ("**New Software**"), they will be provided subject to the license grant and restrictions contained in the original agreement under which Customer licensed the original Supported Products software from Avaya. Where there is no existing license from Avaya, New Software will be provided subject to the manufacturer's then current license terms and restrictions for the New Software. New Software may include components provided by third party suppliers that are subject to their own end user license agreements. Customer may install and use these components in accordance with the terms and conditions of the "shrinkwrap" or "clickthrough" end user license agreement accompanying them.

5. WARRANTY AND LIMITATION OF LIABILITY

5.1 Warranty. Avaya warrants to Customer that Services will be carried out in a professional and workmanlike manner by qualified personnel.

5.2 Remedy. If Services are not in conformance with the above warranty and Avaya receives Customer's detailed request to cure a non-conformance within thirty (30) days of its occurrence, Avaya will re-perform those Services. THIS REMEDY WILL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND WILL BE IN LIEU OF ANY OTHER RIGHTS OR REMEDIES CUSTOMER MAY HAVE AGAINST AVAYA WITH RESPECT TO THE NON-CONFORMANCE OF SERVICES.

5.3 Disclaimer. Services provided to enhance network security are not a guaranty against malicious code, deleterious routines, and other techniques and tools employed by computer "hackers" and other third parties to create security exposures. Neither Avaya nor its suppliers make any warranty, express or implied, that all security threats and vulnerabilities will be detected or that the Services will render an end user's network or particular network elements safe from intrusions and other security breaches. The warranties do not extend to any damages, malfunctions, or non-conformities caused by: (i) Customer's use of software in violation of the license granted in Section 4 above or in a manner inconsistent with the Documentation (as defined below); (ii) normal wear due to Supported Product use, including but not limited to Supported Product cosmetics and display scratches; (iii) use of non-Avaya furnished equipment, software, or facilities with Supported Products (except to the extent provided in the documentation); (iv) Customer's failure to follow Avaya's installation, operation or maintenance instructions; (v) Customer's failure to permit Avaya timely access, remote or otherwise, to Supported Products; or (vi) failure to implement all new updates to software provided under this Agreement. Warranties do not extend to Supported Products that have been serviced or modified other than by Avaya or a third party specifically authorized by Avaya to provide the service or modification. EXCEPT AS REFERENCED AND LIMITED IN THIS SECTION, NEITHER AVAYA NOR ITS LICENSORS OR SUPPLIERS MAKES ANY EXPRESS REPRESENTATIONS OR WARRANTIES WITH REGARD TO ANY SERVICES INCLUDING ANY NEW SOFTWARE PROVIDED HEREUNDER OR ANY SUPPORTED PRODUCTS OR OTHERWISE RELATED TO THE AGREEMENT. AVAYA DOES NOT WARRANT UNINTERRUPTED OR ERROR FREE OPERATION OF SUPPORTED PRODUCTS OR THAT THE SERVICES INCLUDING ANY NEW SOFTWARE PROVIDED HEREUNDER WILL PREVENT TOLL FRAUD. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AVAYA DISCLAIMS ALL IMPLIED OR STATUTORY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE WARRANTY REMEDIES EXPRESSLY PROVIDED IN SECTION 5.2 ABOVE WILL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. "**Documentation**" means information published by Avaya in varying mediums which may include product information, operating instructions and performance specifications that Avaya generally makes available to users of its products. Documentation does not include marketing materials. Documentation shall be used only in support of the authorized use of the associated software supported hereunder.

6. TERM AND TERMINATION

6.1 Term. The Agreement shall continue in effect unless terminated in accordance with this Section. Unless a different term is mandated in the applicable SAS, Avaya will provide Services for an initial term of one year. Services will be renewed automatically for successive one year terms (unless a longer renewal period is mandated in the applicable SAS) applying the then most similar current generally available support plan offering and then current rates, unless either party gives the other written notice of its intent not to renew at least 30 days prior to the expiration of the applicable initial or renewal term. Either party may terminate the Agreement and/or any order hereunder, subject to the termination or cancellation fees specified below: (i) by written notice to the other party effective immediately upon receipt, if the other party fails to cure any material breach of the Agreement within a 30 day period after having received a written notice from the non-breaching party detailing the breach and requesting the breach be cured; (ii) Customer may terminate the Agreement, and/or any order for Services in whole or in part, subject to cancellation fees: a) for maintenance Services identified on the order documentation equal to Services fees for 12 months or the remaining term whichever is less unless otherwise specified in the SAS, upon 30 days advance written notice; or b) for managed Services (or "AOS" or equivalent) identified on the order documentation equal to eighty-five percent (85%) of the monthly revenue commitment of the Services fees times the remaining months in the term, unless otherwise specified in a Statement of Work, upon 90 days advance written notice; and (iii) Avaya may terminate this Agreement or any order at any time for convenience upon 90 days written notice. Any terms which, by their nature, are intended to survive termination or expiration of this Agreement will survive any termination or expiration of the Agreement and any order. Except for termination for uncured breach, any termination of the Agreement will not

affect any rights or obligations of the parties under any order accepted before the termination of the Agreement became effective except that the order(s) shall not automatically renew.

6.2. Termination Notice. Customer's written notice of cancellation, intent not to renew, or termination of Agreement must be sent by: (i) letter via certified mail to the following address: Avaya Inc., Customer Care Center, 14400 Hertz Quail Spring Pkwy, Oklahoma City, OK 73134; Attn: Maintenance Termination; (ii) email to mycontract@avaya.com; or (iii) fax to 800-441-6371.

7. NO SOLICITATION

During the period Avaya provides Services and one year after completion of all Services or payment by Customer of all fees for Services, whichever occurs later, Customer will not solicit for employment any Avaya employee performing the Services. In the event that Customer hires any Avaya employee performing the Services prior to the end of this period either as an employee or independent, Customer will pay Avaya a finder's fee equal to 100% of the Avaya employee's last gross annual salary, in addition to any other remedies available to Avaya, at law or in equity. Nothing in this Section will restrict Customer's right to recruit or solicit generally in the media or to hire an Avaya employee who answers any advertisement or who applies for hire without having been recruited or solicited personally by Customer.

8. CONFIDENTIAL INFORMATION

"Confidential Information" means either party's business and/or technical information, pricing, discounts and other information or data, regardless of whether in tangible or other form if marked or otherwise expressly identified in writing as confidential. Information communicated verbally will qualify as Confidential Information if designated as confidential or proprietary at the time of disclosure and summarized in writing within 30 days after disclosure. Confidential Information excludes information that: (i) is publicly available other than by an act or omission of the receiving party; (ii) subsequent to its disclosure was lawfully received from a third party having the right to disseminate the information without restriction on its dissemination or disclosure; (iii) was known by the receiving party prior to its receipt and was not received from a third party in breach of that third party's confidentiality obligations; (iv) was independently developed by the receiving party without use of the disclosing party's Confidential Information; or (v) is required to be disclosed by U.S. or foreign state or federal law, applicable regulatory authorities (including, but not limited to, either party's obligation to disclose such information pursuant to the rules and regulations promulgated by the U.S. Securities and Exchange Commission), court order or other lawful government action, provided that, to the extent disclosure is required by court or governmental order, only to the extent the receiving party provides prompt written notification to the disclosing party of the pending disclosure so the disclosing party may attempt to obtain a protective order. In the event of a potential disclosure in the case of subsection (v) above, the receiving party will provide reasonable assistance to the disclosing party should the disclosing party attempt to obtain a protective order. To the extent permitted by law, each party will protect such Confidential Information received from the other party with the same degree of care as it uses to protect its own Confidential Information, but in no event with less than a reasonable degree of care. Neither party will use or disclose the other party's Confidential Information except as permitted in this Section or for the purpose of performing obligations under the Agreement. The confidentiality obligations of each party will survive for five (5) years following the later of expiration/termination of the Agreement and all applicable orders thereunder; provided, trade secrets shall remain confidential for so long as they remain trade secrets. Upon expiration/termination of the Agreement, each party will cease all use of the other party's Confidential Information and will promptly return, or at the other party's request destroy, all Confidential Information, including any copies, in tangible form in that party's possession or under its control, including Confidential Information stored on any medium. Upon request, a party will certify in writing its compliance with this Section.

9. LIMITATION OF LIABILITY

IN NO EVENT WILL EITHER PARTY OR ITS RESPECTIVE LICENSORS OR SUPPLIERS HAVE ANY LIABILITY FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, STATUTORY, INDIRECT OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR REVENUE, LOSS OR CORRUPTION OF DATA, TOLL FRAUD, COST OF COVER, OR SUBSTITUTE GOODS OR PERFORMANCE. THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY FOR ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT WILL NOT EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNT OF ALL FEES PAID OR PAYABLE UNDER THE AGREEMENT IN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM. THE LIMITATIONS OF LIABILITY IN THIS SECTION WILL APPLY TO ANY DAMAGES, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE, AND REGARDLESS OF WHETHER THE LIMITED REMEDIES AVAILABLE TO THE PARTIES FAIL OF THEIR ESSENTIAL PURPOSE. HOWEVER, THEY WILL NOT APPLY IN CASES OF WILLFUL MISCONDUCT, PERSONAL INJURY, BREACHES OF EITHER PARTY'S CONFIDENTIAL INFORMATION, OR BREACHES OF AVAYA'S LICENSE RESTRICTIONS. THE LIMITATIONS OF LIABILITY IN THIS SECTION ALSO WILL APPLY TO ANY LIABILITY OF DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND SUPPLIERS.

10. GOVERNING LAW AND DISPUTE RESOLUTION

10.1 Governing Law. The Agreement and any disputes arising out of or relating to the Agreement ("**Disputes**") will be governed by California State laws applicable to contracts entered into and performed in California, excluding choice of law principles and the United Nations Convention on Contracts for the International Sale of Goods.

10.2 Arbitration. Subject to Section 10.3, all Disputes will be finally resolved by binding arbitration pursuant to the Judicial, Arbitration, Mediation Services (J.A.M.S.) then-current arbitration rules. Proceedings will be conducted in Morristown, New Jersey, before one arbitrator selected pursuant to those rules. The arbitrator: (i) will have the authority to determine issues of arbitrability and to consider and rule on dispositive motions; (ii) will have authority to award compensatory damages only and will not award

punitive or exemplary damages; and (iii) will not have the authority to limit, expand or otherwise modify the terms of the Agreement. The parties, their representatives, other participants and the arbitrator will hold the existence, content and result of arbitration in confidence.

10.3 Injunctive Relief. Nothing in this Section will be construed to preclude either party from seeking provisional remedies, including but not limited to temporary restraining orders and preliminary injunctions from any court of competent jurisdiction in order to protect its rights pending arbitration.

10.4 Time Limit. Actions on Disputes between the parties must be brought in accordance with this Section within two years after the cause of action arises.

11. MISCELLANEOUS

11.1 Compliance. The parties will observe all applicable laws and regulations.

11.2 Assignment & Subcontractors. Avaya may assign the Agreement and any order under the Agreement to any of its Affiliated entities or to any entity to which Avaya may sell, transfer, convey, assign or lease all or substantially all of the assets or properties used in connection with its performance under the Agreement. Any other assignment of the Agreement or any rights or obligations under the Agreement without the express written consent of the other party will be invalid. Avaya may subcontract any or all of its obligations under the Agreement, but will retain responsibility for the work.

11.3 Force Majeure. Neither party will be liable for any delay or failure in performance to the extent the delay or failure is caused by events beyond the party's reasonable control, including without limitation, fire, flood, Act of God, explosion, war or the engagement of hostilities, strike, embargo, labor dispute, government requirement, civil disturbances, civil or military authority, and inability to secure materials or transportation facilities ("**Force Majeure**").

11.4 Notices. Any notice required or permitted under this Agreement except as set forth in Section 6.2 above shall be delivered by facsimile, courier or by first-class mail, postage pre-paid to the relevant party set forth below for Customer; or if to Avaya: to the Vice President, Law, 4655 Great America Parkway, Santa Clara, CA 95054-1233.

11.5 Publicity. Avaya may make reference to this Agreement in its marketing materials or otherwise; provided, that such publicity may only disclose the terms of this agreement or a specific project under this Agreement with the prior consent of Customer.

11.6 Insurance: Avaya shall provide proof of a policy of insurance satisfactory to the Customer Risk Manager and documentation evidencing that Avaya maintains insurance that meets the following requirements:

A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Avaya as required by law in the State of California.

B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.

C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Avaya in the performance of the Agreement.

D. In the event Avaya is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.

E. Avaya shall furnish a certificate of insurance satisfactory to the Customer's Risk Manager as evidence that the insurance required above is being maintained.

F. The insurance will be issued by an insurance company acceptable to Customer's Risk Management, or be provided through partial or total self-insurance likewise acceptable to Customer's Risk Management.

G. Avaya agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Avaya agrees to provide at least (5) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Customer's Risk Management and Avaya agrees that no work or services shall be performed prior to the giving of such approval. In the event the Avaya fails to keep in effect at all times insurance coverage as herein provided, Customer may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

H. The certificate of insurance must include the following provisions stating that:

1. The insurer will not cancel the insured's coverage without prior written notice to Customer, and;

2. The Customer, its officers, officials, employees and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.

I. The Avaya's insurance coverage shall be primary insurance as respects the Customer, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Customer, its officers, officials, employees or volunteers shall be in excess of the Avaya's insurance and shall not contribute with it.

J. (Intentionally Deleted) .

K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the Customer, its officers, officials, employees or volunteers.

L. (Intentionally Deleted).

M. Avaya's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.

N. In the event Avaya cannot provide an occurrence policy, Avaya shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.

O. Certificate of insurance shall meet such additional reasonable standards as may be determined by the contracting Department of the Customer either independently or in consultation with Customer's Risk Management, as essential for protection of the Customer.

11.7 Availability of Funds.

Customer warrants that it has funds available to pay all amounts due hereunder through the end of its current appropriation period and warrants further that it will request funds to make payments in each appropriation period from now until the end of the term reflected in the applicable order. In the event that: (i) funds are not appropriated and are not otherwise available to Customer for any fiscal period following its current fiscal year ("subsequent fiscal period") for the acquisition of Services and functions which are the same as or similar to those s acquired, (ii) such nonappropriation has not resulted from Customer's act or failure to act, and (iii) Customer has exhausted all funds legally available for payment under the Agreement and no other legal procedure shall exist whereby payment thereunder can be made to Avaya, then Customer may terminate the order as of the last day for which funds were appropriated or otherwise made available by giving sixty (60) days prior written notice of termination to Avaya. Notwithstanding the preceding paragraph, Customer shall remain responsible for payment to Avaya for Services completed and accepted.

11.7 Entire Agreement. The Agreement constitutes the entire understanding of the parties with respect to the subject matter of the Agreement and will supersede all previous and contemporaneous communications, representations or understandings, either oral or written, between the parties relating to that subject matter and will not be contradicted or supplemented by any prior course of dealing between the parties. The parties hereby agree that this Agreement may be executed by electronic signature, which shall be binding between the parties as though handwritten. Electronic signature shall include either an electronic symbol adopted by a person with the intent to sign this Agreement or a photostatic copy of a handwritten signature. Any modifications or amendments to this Agreement must be in writing physically or electronically and signed by both parties. In no event shall electronic mail constitute a modification or amendment to this Agreement. If any provision of the Agreement is determined to be unenforceable or invalid by court decision, the Agreement will not be rendered unenforceable or invalid as a whole, and the provision will be changed and interpreted so as to best accomplish the objectives of the original provision within the limits of applicable law. The failure of either party to assert any of its rights under the Agreement, including, but not limited to, the right to terminate the Agreement in the event of breach or default by the other party, will not be deemed to constitute a waiver by that party of its right to enforce each and every provision of the Agreement in accordance with their terms.

Contract Administrator: The County Officer of employee with responsibility for administering this Agreement is Kelly Webb, Interim Director of Information Technologies, or successor.

CUSTOMER: COUNTY OF EL DORADO

AVAYA INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notifications:
Street Address: _____

By: _____

CITY, STATE AND POSTAL CODE: _____

Title: Corporate Secretary

COUNTRY: _____

Date: _____

FASCIMILE: _____