



El Dorado County *Information Technologies*

Jacqueline K. Nilius
Director

360 Fair Lane
Placerville, CA 95667
(530) 621-5540
(530) 295-2512 FAX

DATE: December 12, 2007
TO: Board of Supervisors
El Dorado County
SUBJECT: Amendment I to Agreement 675-S0611 (Storage Technology Corporation/Sun Microsystems, Inc)

RECOMMENDATIONS:

Information Technologies is recommending your Board approve Amendment I to Service Agreement 675-S0611 with Storage Technology Corporation/Sun Microsystems, Inc.

REASONS FOR RECOMMENDATIONS:

Storage Technology Corporation was engaged by the County under Service Agreement 675-S0611 to provide Data Center Equipment Maintenance for the Information Technologies Department, approved by the Board and executed on February 28, 2006.

Storage Technology Corporation was acquired by and merged with Sun Microsystems, Inc. effective January 1, 2007 and by operation of this merger, Sun Microsystems, Inc. has assumed all work, duties, responsibilities and obligations of Storage Technology Corporation under this agreement.

Amendment I will implement the following changes:

- I. All references to Storage Technology Corporation or "StorageTek" are substituted with Sun Microsystems, Inc.
- II. Section 9.4 – Notice to parties revised.

All other terms and conditions remain in effect.

FISCAL IMPACT:

None

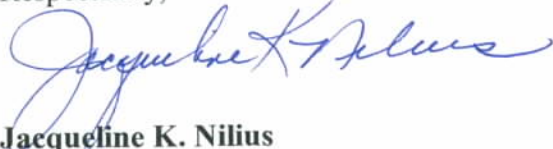
NET COUNTY COST:

There is no change in net County cost.

ACTION TO BE TAKEN FOLLOWING APPROVAL:

Upon Board approval, Amendment to be executed and copied to interested parties.

Respectfully,



Jacqueline K. Nilius
Director

ORIGINAL

AGREEMENT FOR SERVICES #675-S0611 AMENDMENT I

This Amendment I to that Agreement for Services #675-S0611, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Storage Technology Corporation, a Delaware corporation now owned and operated by Sun Microsystems, Inc., duly qualified to conduct business in the State of California, whose principle place of business is 500 El Dorado Boulevard, Broomfield, Co 80021 (hereinafter referred to as "Contractor");

WITNESSETH

WHEREAS, Storage Technology Corporation was engaged by County under Agreement for Services #675-S0611 (the "Agreement") to provide Data Center Equipment Maintenance for the Information Technologies Department, which agreement was approved by the Board of Supervisors and executed on February 28, 2006, and is incorporated herein, including all attachments and exhibits thereto, and made by reference a part hereof; and

WHEREAS, Storage Technology Corporation was acquired by and merged with and into Sun Microsystems effective January 1, 2007; and

WHEREAS, by operation of this merger, Sun Microsystems, Inc. has assumed all work, duties, responsibilities and obligations of Storage Technology Corporation under the Agreement, including but not limited to any liabilities or obligations for services performed by Storage Technology Corporation prior to the effective date of the merger; and

WHEREAS, the parties hereto have determined and agreed to amend the Agreement, including all exhibits and attachments thereto, by substituting Sun Microsystems, Inc. in place of Storage Technology Corporation for all purposes in all references to Storage Technology Corporation, and also by revising Section 9.4 – Notice to Parties;

NOW, THEREFORE, the parties agree that by operation of the merger described above and effective January 1, 2007, Sun Microsystems, Inc. has assumed all duties, covenants, obligations, and liabilities of Storage Technology Corporation under the Agreement for Services #675-S0611, including but not limited to any liabilities or obligations for services performed by Storage Technology Corporation prior to the effective date of the merger, and Sun Microsystems, Inc. is responsible for executing the work after January 1, 2007 in accordance with all terms and conditions of the Agreement. Accordingly, the parties do hereby agree that Agreement for Services #675-S0611, including all exhibits and attachments thereto, is reformed and amended a first time as follows:

I. All references to Storage Technology Corporation or "StorageTek" are substituted with Sun Microsystems, Inc.

II. Section 9.4 - Notice to Parties is revised as follows:

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested.

Notices to County shall be in duplicate and addressed as follows:

COUNTY OF EL DORADO
INFORMATION TECHNOLOGIES
360 FAIR LANE
PLACERVILLE, CA
ATTN: STEVE FEATHERSTON, ASSISTANT DIRECTOR

or to such other location as the County directs.

Notices to Consultant shall be addressed as follows:

SUN MICROSYSTEMS
500 EL DORADO BOULEVARD
BROOMFIELD, CO 80021

or to such other location as the Consultant directs.

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Except as herein amended, all other parts and sections of the Agreement for Services #675-S0611 shall remain unchanged and in full force and effect.

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By: Steve Featherston Dated: 11-14-2007
Steve Featherston
Assistant Director
Information Technologies

REQUESTING DEPARTMENT CONCURRENCE:

By: Jacqueline Nilius Dated: 11-14-07
Jacqueline Nilius
Director
Information Technologies

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IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to that Agreement for Services #675-S0611 on the dates indicated below, the latest of which shall be deemed to be the effective date of this Amendment.

--- COUNTY OF EL DORADO ---

Dated: _____

By: _____

Chairman
Board of Supervisors
"County"

ATTEST:
Cindy Keck
Clerk of the Board of Supervisors

By: _____ Date: _____
Deputy Clerk

-- ASSIGNEE --

Dated: Dec. 7, 2007

SUN MICROSYSTEMS, INC.,
A COLORADO CORPORATION

By: _____

Barth McGee President
Director of Operations

By: _____
Corporate Secretary

Dated: Dec 7, 2007

675-50611

ORIGINAL
COPY

RECEIVED
MAR 09 2006
By



GENERAL TERMS

County Name: El Dorado

General Terms Reference No: #21730

These Terms and Conditions ("General Terms") are made as of _____ ("Effective Date") between **STORAGE TECHNOLOGY CORPORATION**, a Delaware corporation with its address at One StorageTek Drive, Louisville, CO 80028 ("StorageTek") and the County of El Dorado _____ with its address at 330 Fair Lane, Placerville, CA 95667 _____ ("County").

1. INTERPRETATION

1.1 The purpose of the General Terms is to create a single mechanism under which StorageTek and County may form Agreements.

1.2 In the General Terms:

- "Agreement" means each agreement that is comprised of the General Terms and an Exhibit executed by the parties;
- "Confidential Information" means any information disclosed by one party to another under each Agreement which is, prior to or at the time of disclosure, identified in writing as confidential or proprietary. County is a subdivision of the State of California; therefore a public agency where all agreements are disclosable to the public;
- "Equipment" means the hardware (including components), software media and spare parts listed in StorageTek's standard product price lists published from time to time. StorageTek Equipment, or parts or components of StorageTek Equipment may be new or used. Regardless, StorageTek warranty terms apply;
- "Exhibit" means any exhibit to the General Terms as executed by the parties from time to time;
- "Products" means Equipment or Software supplied by StorageTek;
- "Services" means any offering in StorageTek's Service List (each offering, a "Service Listing"), which is located at <http://www.storagetek.com/support.html> (a hard copy of each of which will be made available to County on request), together with such other service offerings as the parties may agree on, including services described in any statement of work ("SOW");
- "Software" means (i) any binary software programs listed in StorageTek's standard price lists, (ii) any Updates, and (iii) any related user manuals or other documentation;
- "StorageTek Trademarks" means all names, marks, logos, designs, trade dress and other brand designations used by StorageTek in connection with Products and Services;
- "Technology" means any technology identified in an Exhibit and provided to StorageTek for use in the development or distribution of Products and Services.
- "Updates" means subsequent releases and error corrections for Software previously licensed, as listed in the standard price lists.

2. CONFIDENTIAL INFORMATION

A party receiving Confidential Information ("the Recipient") must keep it confidential using the same degree of care that it exercises with respect to its own information of like importance but in no event less than reasonable care, and may use it only for the purposes for which it was provided under the Agreement. Confidential Information may be disclosed only to employees,

contractors and third party providers performing services in furtherance of this Agreement and/or each party's internal activities, that are obligated to the Recipient under similar confidentiality restrictions and only for the purposes for which it was provided under the relevant Agreement. These obligations do not apply to information which:

- (a) is rightfully obtained by the Recipient without breach of any obligation to maintain its confidentiality;
- (b) is or becomes known to the public through no act or omission of the Recipient;
- (c) the Recipient develops independently without using Confidential Information of the other party; or
- (d) is disclosed in response to a valid court or governmental order, if the Recipient has given the other party prior written notice and provides reasonable assistance so as to afford it the opportunity to object;
- (e) County is a subdivision of the State of California; therefore a public agency where all agreements are disclosable to the public.

3. EXPORT LAWS

Products, Services, Technology, materials, tools, and technical data delivered by or to StorageTek may be subject to U.S. export controls or the trade laws of other countries. County and StorageTek agree to comply with all export control regulations and acknowledge that they have the responsibility to obtain such licenses to export, re-export or import as may be required. County and StorageTek agree not to export or re-export to entities on the most current U.S. export exclusion lists or to any country subject to U.S. embargo or terrorist controls as specified in the U.S. export laws. County and StorageTek will not use or provide Products, Services, Technology, materials, tools, and technical data for nuclear, missile, or chemical and biological weaponry end uses.

4. STORAGETEK TRADEMARKS

- 4.1 County may not use any StorageTek Trademarks without StorageTek's written consent.
- 4.2 County may not remove or alter any StorageTek Trademarks, nor may it co-logo Products or Services. County agrees that any use of StorageTek Trademarks by County will inure to the sole benefit of StorageTek.
- 4.3 County agrees not to incorporate any StorageTek Trademarks into County's trademarks, service marks, County names, Internet addresses, domain names, or any other similar designations.

5. Indemnity

- 5.1 **Indemnity:** The Contractor shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.
- 5.2 Subject to 5.1 above and the exceptions identified in any Exhibit and to the extent not prohibited by applicable law:
 - (a) each party's maximum aggregate liability for all claims relating to each Agreement, whether for breach of contract, breach of warranty or in tort, including negligence, will be limited to two million US dollars (U.S. \$2,000,000) per Agreement or, in the case of purchases, to the amount paid to the other party during the previous twelve (12) months for the product or service which is the subject matter of the claim up to a maximum of two million US dollars (\$2,000,000); and
 - (b) neither party will be liable for any indirect, punitive, special, incidental or consequential damages in connection with or arising out of the General Terms or any Agreement (including, without limitation, loss of business, revenue, profits, goodwill, use, data, electronically transmitted orders, or other economic advantage), however they arise, whether in breach of contract, breach of warranty or in tort, including negligence, and even if that party has previously been advised of the possibility of such damages.
- 5.3 Liability for damages will be limited and excluded, even if any exclusive remedy provided for in the Agreement fails of its essential purpose.

6. TERMINATION AND EXPIRATION

- 6.1 Either party may terminate the General Terms or any Exhibit immediately by written notice:
 - (a) if the other party commits a non-remediable material breach; or

(b) if the other party fails to cure any remediable material breach within thirty (10) days of being notified in writing of such breach. Notice shall specify the alleged default, the applicable paragraph of the general terms (or exhibits) and shall demand that the party in default perform the provisions of the general terms (or exhibits) within the applicable period of time.

(c) Fiscal Considerations: 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. 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. 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 canceled in its entirety subject to payment for services performed prior to cancellation.

6.2 Either party may terminate the General Terms immediately by written notice if no Exhibit is in effect.

6.3 On termination or expiration of the General Terms, all Exhibits shall automatically terminate with immediate effect. Following termination or expiration of an Exhibit, each party will deliver to the other any property of the other in its possession or control relating to that Exhibit, in good condition, reasonable wear and tear excepted. Notwithstanding the immediately preceding sentence, neither party shall be obligated to return any property to which it has continuing rights, including the right of possession.

6.4 Termination or Cancellation without Cause: County may terminate this Agreement in whole or in part seven (7) calendar days upon written notice by County for any reason. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

7. ASSIGNMENT

No assignment, delegation, or subcontract is appropriate for maintenance services without the prior written consent of County.

8. DISPUTE RESOLUTION

The parties will use reasonable efforts to resolve any dispute arising out of the General Terms or any Exhibit through a meeting of appropriate managers from each party. If the parties are unable to resolve the dispute, either party may escalate the dispute to its executives. If an executive level meeting fails to resolve the dispute within thirty (30) days after escalation, either party may seek any available legal relief. This provision will not affect either party's right to seek injunctive or other equitable relief at any time.

9. GENERAL

9.1 All disputes will be governed by the laws of California. The venue for litigation will be the appropriate courts located in El Dorado County, California. Choice of law rules of any jurisdiction and the United Nations Convention on Contracts for the International Sale of Goods will not apply to any dispute under the Agreement.

9.2 A party is not liable under any Agreement for non-performance caused by events or conditions beyond that party's reasonable control, if the party makes reasonable efforts to perform. This provision does not relieve either party of its obligation to make payments then owing.

9.3 All written notices, including by electronic mail or facsimile, required by the General Terms or any Exhibit must be delivered in person or by means evidenced by a delivery receipt or acknowledgment and will be effective upon receipt.

9.4 **Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested.

Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
360 Fair Lane
ATTN: Information Technologies
PLACERVILLE, CA 95667

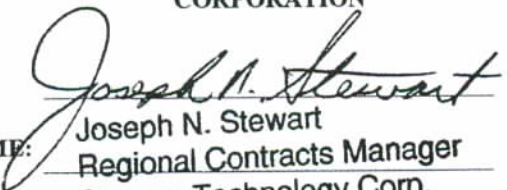
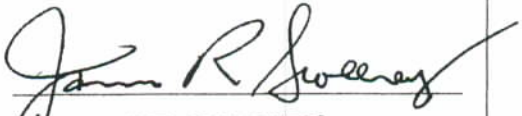
or to such other location as the County directs.

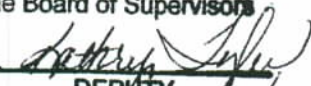
Notices to Contractor shall be addressed as follows:

STORAGE TECHNOLOGY CORPORATION
One StorageTek Drive
Louisville, CO 80028

or to such other location as the Contractor directs.

- 9.5 Neither the General Terms nor any Agreement is intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither party may bind the other party or act in a manner which expresses or implies a relationship other than that of independent contractor.
 - 9.6 If any provision of the General Terms or any Agreement is held invalid by any law or regulation of any government or by any court or arbitrator, such invalidity will not affect the enforceability of other provisions.
 - 9.7 Rights and obligations under the General Terms and any Exhibit which by their nature should survive will remain in effect after termination or expiration of the General Terms or the relevant Exhibit.
 - 9.8 Any express waiver or failure to exercise promptly any right under the General Terms or any Exhibit will not create a continuing waiver or any expectation of non-enforcement.
 - 9.9 No modification to the General Terms or any Exhibit will be binding, unless in writing and manually signed by an authorized representative of each party.
 - 9.10 Each Agreement constitutes the parties' entire agreement relating to its subject matter. It cancels and supersedes all prior or contemporaneous oral or written communications, proposals, conditions, representations and warranties and prevails over any conflicting or additional terms contained in any quote, purchase order, acknowledgment, or other communication between the parties relating to its subject matter.
10. **ADMINISTRATOR:** The County Officer or employee with responsibility for administrating this agreement is Steve Featherston or successor.

IN WITNESS WHEREOF THE DULY AUTHORIZED REPRESENTATIVES OF THE PARTIES HAVE EXECUTED THESE GENERAL TERMS AS OF THE EFFECTIVE DATE.	
STORAGE TECHNOLOGY CORPORATION	COUNTY
BY: 	BY: 
NAME: Joseph N. Stewart Regional Contracts Manager Storage Technology Corp.	NAME: JAMES R. SWEENEY
TITLE: _____	TITLE: <i>Chairman, Board of Supervisors</i>
DATE: <i>3/08/06</i>	DATE: <i>2/28/06</i>

ATTEST: CINDY KECK, Clerk
of the Board of Supervisors
By 
DEPUTY *2/28/06*



ADVANCED SEARCH

PRODUCTS SOLUTIONS PROFESSIONAL SERVICES SUPPORT ABOUT STORAGETEK

Support

- Hardware support
- Software support
- Storage management
- Multi-vendor support
- Product training
- Online resources
- Warranties
- Drivers

Product Quick Links

Home : Support



Support

StorageTek provides a full-range of hardware, software, and storage management support. More than 2,300 service professionals in over 50 countries deliver solutions that support more than 17,000 customer data centers worldwide. Our service professionals average more than 15 years of IT industry experience so you receive world-class support for your storage environment.

StorageTek solutions:

- **Hardware support**
Comprehensive plans designed exclusively to support StorageTek hardware products.
- **Software support**
Comprehensive plans designed exclusively to support StorageTek software products.
- **Storage management**
Proactive and predictive storage management for complex, multi-vendor environments delivered primarily through StorageTek's remote Storage Operations Center.
- **Multi-vendor support**
A support management program for StorageTek and other vendors' hardware and software in the open systems environment.
- **Product training**
Product courses designed to improve skills, support best practices and ISO requirements, shorten response times and reduce support costs.
- **Online resources**
Online access to hardware and software support information via the Customer Resource Center (CRC).
- **Warranties**
StorageTek limited warranty terms.
- **Drivers**
Download drivers for a variety of drives and libraries.

Ask an

Pre-Sales Question: 1-800-270-0130-6

Product 1-800-5

How to Contact Or call 1-800-270-0130-2 For tape purchase 1-877-5

Custom Center

Visit our website to discuss product solution

Custom Center

Toll free 1-800-830-3670

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Select ->



PURCHASING EXHIBIT

County Name: County of El Dorado

General Terms Reference No: #21730

Exhibit Reference No: 21730

THIS EXHIBIT ("Exhibit") is an Exhibit to the General Terms referenced above, and is effective as of [_____] ("Exhibit Effective Date"). The General Terms are an integral part of this Exhibit and are incorporated by reference. The General Terms and this Exhibit are together referred to as the "Agreement".

1. INTERPRETATION

1.1 Definitions:

"Appendix" means any Appendix to this Exhibit;

"Deliverable" means in relation to any Services, the specific items to be delivered in connection with an SOW;

"Order" means an order for Products or Services, which may be submitted by County to StorageTek in hard copy form ("Purchase Order" or "Schedule") or in electronic form ("Electronic Order");

"Order Confirmation" means a written or electronic Order acknowledgment or invoice issued by StorageTek;

"Service Contract" means an Order for Services that has been accepted by StorageTek.

1.2 Capitalized terms used but not defined in this Exhibit have the meanings set out in the General Terms.

1.3 Any other terms and conditions, including preprinted terms (either attached or on the reverse side or incorporated by reference) on a Purchase Order, will not apply to the Agreement.

1.4 In the event of any inconsistency between the elements of the Agreement, the following order of precedence will apply (in descending order):

- (a) the Appendices;
- (b) the main text of this Exhibit;
- (c) the General Terms;
- (d) Service Listing or SOW;
- (e) the Order Confirmation; and
- (f) the Order.

2. ORDERING

2.1 Ordering procedure

(a) County may order Products or Services by:

(i) submitting an Electronic Order in the manner directed by StorageTek; or

(ii) submitting an Order to StorageTek (and County acknowledges that Electronic Orders for certain Products or Services may require to be supplemented by a Purchase Order or Schedule); in each case specifying the Products or Services required and referencing the General Terms and applicable Exhibit numbers. By doing so, County agrees that the Order is governed by the Agreement.

(b) StorageTek may accept the Order by:

(i) issuing an Order Confirmation to County; or

(ii) shipping the Products or initiating performance of the Services required in the Order.

(c) The identification of the Products or Services in the Order, Service Contract and any Order Confirmation, together with any applicable Service Listings or Statements of Work (SOWs) and the Agreement will create a binding contract between County and StorageTek for the purchase of those Products or Services.

2.2 **Electronic ordering.** To the extent County places Electronic Orders and uses electronic tools and services, County represents and warrants:

(a) that it will keep confidential any unique user id and password which StorageTek assigns to County; and

(b) that all of County's employees who submit orders or use tools or services are authorized by County to do so.

3. PRICING AND PAYMENT TERMS

(a) Upon mutual agreement with County StorageTek may modify the prices and/or discounts set forth in a renewable Service Contract upon renewal of any such Service Contract, or annually for Service Contracts with a term of more than one year.

(b) All payments will be made in US dollars (or as otherwise agreed in writing).

- (c) Software license fees are non-refundable upon delivery of the Software (except as set forth in Section 7 below) and are not contingent upon or dependent on any further deliverables from StorageTek, including, but not limited to, professional services.
- (d) County shall pay all invoices within thirty (30) days of the date of invoice or, in case of Products, delivery (whichever is the later).
- (e) County is not required to pay the disputed portion of any invoice, pending resolution of that dispute, if written notice of the dispute has been provided to StorageTek within fifteen (15) days of receipt of the invoice.
- (f) StorageTek shall bill County for services quarterly, in advance,

4. INTELLECTUAL PROPERTY OWNERSHIP AND LICENSING

4.1 **Pre-existing.** Each party shall retain its own pre-existing intellectual property.

4.2 License terms.

- (a) StorageTek agrees to grant to County a license to use Software and Deliverables under the terms set out in the Appendices.
- (b) StorageTek or its independent audit firm may, upon reasonable notice, request, access, examine and audit the systems, facilities and records of County to ensure compliance with any license granted by StorageTek including the Compliance records described in Section 5.4 below (no more than one time per year unless StorageTek has evidence indicating County is in breach or non-compliant) to the extent necessary to determine County's compliance with StorageTek's license grants and County's compliance with U.S. trade laws. Any audit will be performed with StorageTek giving County written notice reasonably in advance and such audits will be conducted during County's regular business hours and in a manner that avoids unreasonable interference with County's business operations. All information obtained from County pursuant to this section will be subject to the Confidentiality section of this Agreement and any other confidentiality, security and privacy obligations to which County is legally bound (which will be made available in hard copy to StorageTek).
- (c) County may not alter or obscure any proprietary rights notice appearing on any StorageTek-supplied materials, and must include such notices on any copies.

5. COUNTY OBLIGATIONS

- 5.1 **Additional services.** Any additional services which StorageTek provides as a result of County's failure to fulfill all applicable County obligations under the Agreement, will be billed separately, at StorageTek's applicable time and materials rates, subject to County's approval of StorageTek services and with prior 60-day written notice to County.
- 5.2 **Cooperation.** County will cooperate with StorageTek and will provide safe and timely access to its premises and computer equipment, including remote access, adequate working space, facilities and any other services, personnel, information or materials that StorageTek personnel may reasonably require to perform StorageTek's obligations.
- 5.3 **Compliance with data privacy laws.** County will comply with all applicable laws regarding collection and use of data under this Agreement. County consents to StorageTek's use and processing of County's data and will ensure that, where it provides StorageTek with data relating to another, it has obtained that other's consent to StorageTek's use and processing of such data.
- 5.4 **Compliance Records.** County agrees to maintain records of its compliance with the licenses granted by StorageTek under this Agreement. County also agrees to maintain records of its compliance with U.S. trade laws and other applicable export and trade laws as well as the following: (i) identification and serial numbers of any StorageTek products or other StorageTek technologies exported and re-exported (actual or planned); (ii) origination and destination entities and locations with respect to the actual or planned exports and re-exports and the dates thereof.

6. INTELLECTUAL PROPERTY CLAIMS

- 6.1 Each party ("the Indemnifying Party") will defend or settle, at its option and expense, any legal proceeding brought against the other ("the Indemnified Party") to the extent that it is based on a claim brought by a third party that materials and services as provided by the Indemnifying Party to the Indemnified Party (in the case of StorageTek as the Indemnifying Party, such provided materials and services consist exclusively of Products and Services) infringe such third party's patent or copyright or misappropriate such third party's trade secret ("IP Claim"), and will indemnify the Indemnified Party against all damages and costs attributable exclusively to such claim awarded by the court finally determining the case, provided that the Indemnified Party:
 - (a) gives written notice of the IP Claim to the Indemnifying Party promptly after learning of the IP Claim;
 - (b) gives the Indemnifying Party sole control of the defense and settlement of the IP Claim;
 - (c) provides to the Indemnifying Party, at the expense of the Indemnifying Party, all available information and assistance; and
 - (d) does not compromise or settle the IP Claim.
- 6.2 If such provided materials and/or services are found to infringe or misappropriate pursuant to an IP Claim, or in the reasonable opinion of the Indemnifying Party are likely to be the subject of an IP Claim, the Indemnifying Party will at its option:
 - (a) obtain for the Indemnified Party the right to use such provided materials and/or services;

- (b) replace or modify such provided materials and/or services in such a way that (i) they become non-infringing and non-misappropriating and (ii) they substantially perform in the same manner or substantially provide the same results, or there is no material adverse effect in their overall performance; or
- (c) if neither (a) nor (b) is reasonably achievable, remove such provided materials and/or services and refund to the Indemnified Party the original price paid therefore less net benefits realized by the Indemnified Party through accumulated depreciation or expensing thereof, up until the date of removal.

6.3 Notwithstanding anything to the contrary, and for the avoidance of doubt, Sections 6.1 and 6.2 do not apply to, and neither party has any obligation or liability of any kind for, any IP Claim arising from:

- (a) compliance by the Indemnifying Party with the designs or specifications of the Indemnified Party;
- (b) modification of such provided materials and/or services that are not specifically authorized by a future written authorization signed by a Vice President of the Indemnifying Party;
- (c) use of an allegedly infringing version of such provided materials and/or services, if the alleged infringement could have been avoided by the use of a different version made available to the Indemnified Party;
- (d) a combination comprising such provided materials and/or services in combination with any third party services, hardware, software, data, or other materials;
- (e) a violation of the Indemnifying Party's license grant; or
- (f) any separate or component hardware, software or other materials to the extent it comprises any third party open source or freeware technology, or any derivatives or other adaptations thereof, and any combination that includes any of the foregoing.

7. WARRANTY

7.1 **Warranties.** StorageTek warrants Products and Services in the terms set out in the respective Appendix.

8. NUCLEAR APPLICATIONS

County acknowledges that Products and Services are not designed or intended for use in the design, construction, operation or maintenance of any nuclear facility.

9. TERMINATION

In addition to the termination provisions of the General Terms, the following additional provisions shall apply to termination of this Exhibit and of Service Contracts made under this Exhibit:

- (a) either party may terminate this Exhibit at any time upon ninety (90) days written notice;
- (b) either party may terminate a Service Contract immediately by written notice: (i) if the other party commits a non-remediable material breach of such Service Contract; or (ii) if the other party fails to cure any remediable material breach within thirty (30) days of being notified in writing of such breach;
- (c) neither party may terminate a renewable Service Contract during its initial term;
- (d) either party may terminate a renewed Service Contract by giving sixty (60) days' prior written notice to the other party;
- (e) StorageTek will deliver to County any Deliverables, whether finished or unfinished, subject to receipt of payment for any Services rendered through the date of termination or expiration; and
- (f) where the Exhibit has been terminated by StorageTek for cause, County will destroy all copies of Software.

10. PUBLICITY

StorageTek may use County's name in promotional materials, including press releases, presentations and customer references regarding the sale of Products or Services. These permissions are free of charge for worldwide use in any medium. StorageTek will obtain County's prior approval for publicity that contains claims, quotes, endorsements or attributions by County, such approval not to be unreasonably withheld.

11. ASSIGNMENT AND SUBCONTRACTING

Neither party may assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld, except that:

- (a) both parties may assign their right to receive payment; and
- (b) StorageTek may use subcontractors in the performance of its obligations, subject to County's prior written consent to subcontractor, in which case StorageTek will remain responsible for the performance by such subcontractors.

IN WITNESS WHEREOF THE DULY AUTHORIZED REPRESENTATIVES OF THE PARTIES HAVE EXECUTED THIS PURCHASING EXHIBIT AS OF THE EXHIBIT EFFECTIVE DATE.

BY: *Joseph N. Stewart*
NAME: Joseph N. Stewart
TITLE: Regional Contracts Manager
DATE: 3/08/06

STORAGE TECHNOLOGY CORPORATION

BY: *James R. Sweeney*
NAME: JAMES R. SWEENEY
TITLE: Chairman, Board of Supervisors
DATE: 2/28/06

COUNTY OF EL DORADO

ATTEST: CINDY KECK, Clerk
of the Board of Supervisors
By *Cindy Keck*
DEPUTY 2/28/06

**APPENDIX TO THE PURCHASING EXHIBIT
ADDITIONAL PROVISIONS RELATING TO STORAGE TEK PRODUCTS AND SERVICES**

1. DEFINITIONS

“Consulting Services” means Services, other than Product support, performed under an SOW.

“General Code” means all Software other than Internal Code and Maintenance Code.

“Internal Code” means all Software that comprises firmware of the Equipment that is internal to and executes below the user interface of the Equipment and is necessary to perform its operating functions, except Maintenance Code.

“Maintenance Code” means all Software used in providing Services, including, without limitation, Software shipped with Equipment, Software provided in connection with the Product support, remote diagnostic Software, and technical training Software.

2. DELIVERY ARRANGEMENTS FOR PRODUCTS

2.1 **Target delivery dates.** StorageTek will use reasonable efforts to meet the Product delivery dates stated on its Order or Order Confirmation.

2.2 **Changing delivery arrangements.**

- (a) StorageTek may make Product substitutions and modifications that do not cause a material adverse effect in overall Product performance;
- (b) Subject to County's agreement, StorageTek may make and invoice for partial deliveries; and
- (c) County may cancel, reschedule or reconfigure an Order for Products:
 - (i) once, at no charge, provided StorageTek receives written notice at least thirty (30) days prior to the scheduled delivery date and the requested delivery date is within thirty (30) days of the original delivery date; and
 - (ii) in all other cases, subject to County paying a restocking fee equal to three percent (3%) of the purchase price of the canceled, rescheduled or reconfigured portion of the Order.

2.3 **Title and risk.** Unless otherwise specified in a Schedule, title to Equipment and risk of loss of or damage to Products will pass from StorageTek upon delivery, which will be made in accordance with Incoterms 2000, as specified in StorageTek's delivery terms table (a copy of which will be made available to County on request), and Products will be deemed accepted upon such delivery. In the United States, the relevant Incoterm is EXW StorageTek's shipping point.

3. CHARGING ARRANGEMENTS FOR PRODUCTS

3.1 **Charges and invoices.** The charges for Products are as set out in the Order.

3.2 **Taxes and expenses.** The stated charges for Products are exclusive of all sales and other taxes based upon the value of the Products (for which County is responsible).

4. LICENSE TERMS FOR SOFTWARE PRODUCTS

4.1 **License grant.** StorageTek grants to County:

- (a) a limited, nonexclusive license to use the Internal Code, only in the normal operation of the Equipment on which it is installed by StorageTek. County may transfer possession of Internal Code only with the transfer of that Equipment, and County's license to use the Internal Code discontinues when County no longer owns that Equipment. County agrees to give StorageTek 30 days' prior notice of a transfer, and to restrict the transferee's rights to use the Internal Code in a manner consistent with this Agreement;
- (b) a limited, nonexclusive, nontransferable license to use the General Code, only on the Equipment, and any County machine, identified on the accepted Order for the General Code. County must use the General Code only in the normal operation of the related Equipment or County machine;

The license grant described above in this Section 4.1 is subject to (1) any restrictions set out in the Order as to the permitted purposes and number of users, developers, entries and CPUs; and (2) any supplemental license terms accompanying the Software, a hard copy of which is available on request.

4.2 **Maintenance Code.** StorageTek does not grant County any license or right in or to any Maintenance Code. If County terminates Equipment support or transfers Equipment to another party under this Section, StorageTek has the right to remove or disable Maintenance Code on that Equipment.

4.3 **Reservation of rights.** Software is confidential and copyrighted, all rights therein not expressly granted to County are reserved to StorageTek, and StorageTek retains title to all copies.

4.4 **License restrictions.** County may make identical copies of the Software for archival purposes (which include a backup copy for disaster recovery). Except to the extent such restrictions are prohibited by applicable law, County may not modify, decompile, or reverse-engineer Software.

4.5 **Commercial software notice.** If Software is being acquired by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), then the Government's rights in Software and accompanying documentation are only as set out in this Agreement; this is in accordance with 48 CFR 227.7201 through 227.7202-4 (for Department of Defense (DoD) acquisitions) and with 48 CFR 2.101 and 12.212 (for non-DoD acquisitions).

APPENDIX TO THE PURCHASING EXHIBIT
ADDITIONAL PROVISIONS RELATING TO STORAGE TEK PRODUCTS AND SERVICES

5. PRODUCT WARRANTIES

- 5.1 **Warranty.** Following installation and for the warranty period specified in an accepted Order, Equipment will be free from defects in material and workmanship and will substantially conform to its published product specifications. StorageTek warrants for 90 days following shipment from StorageTek, that the media upon which any General Code is shipped will be free from defects in material and workmanship. Otherwise Software is provided "AS IS". During the warranty period, County will be entitled to the level of service specified in an accepted Order. County may at an additional charge purchase from StorageTek upgrades to the warranty service that StorageTek makes generally available. The Products eligible for the upgrades, and the terms applying to the upgrades, are as follows: products include Timberwolf 9740 Tape Library and 9840 Tape Drives.
- 5.2 **Changes to Warranty Web Page.** Any changes to the warranty details specified on StorageTek's web site from time to time will not apply to Products ordered prior to such change.
- 5.3 **Exclusive remedy.** County's sole and exclusive remedy and StorageTek's entire liability for breach of the above warranty will be: (a) the repair or, at StorageTek's option and expense, replacement of defective Equipment; and (b) the provision of Software support Elite Support. Parts or components which are replaced under applicable warranty may not be new. Title in all defective parts which are removed from Equipment under applicable warranty shall transfer back to StorageTek.
- 5.4 **Products excluded from warranty.** No warranty will apply to any Product which has been:
- (a) modified, altered or adapted without StorageTek's written consent;
 - (b) maltreated or used in a manner other than in accordance with the relevant manual;
 - (c) repaired by any third party in a manner which fails to meet StorageTek's quality standards;
 - (d) improperly installed by any party other than StorageTek;
 - (e) used with equipment or software not covered by the warranty, to the extent that the problems are attributable to such use; or
 - (f) purchased from any entity other than StorageTek or a StorageTek authorized reseller.

6. REMOTE SERVICES

- 6.1 By purchasing any Services which are delivered remotely, County:
- (a) agrees that StorageTek may access Products remotely at County's site, and may process and store Product data in order to remotely monitor, manage and service Products (all such data will be treated by StorageTek as County Confidential Information, except that County permits disclosure for the purposes of fulfilling this Agreement);
 - (b) commits to procure and maintain a StorageTek-specified bridge or gateway appropriate to the systems or networks involved, at County's expense, subject to County's approval of the requirements for said gateway or bridge; and
 - (c) assumes responsibility for all telecommunications and internet access charges related to the remote Services.
- 6.2 If County fails to permit or facilitate remote Services, StorageTek may decline to deliver such Services and assess additional charges or other conditions for the delivery of Services which would otherwise be provided remotely, or revoke any applicable warranties.

7. PRODUCT SUPPORT

- 7.1 **Service Contracts.** For each Service related to Product support to be delivered by StorageTek, County will submit an Order for such Services.
- 7.2 **County Sites.** Product support will be delivered according to the specifications described as Elite Support. The Order will indicate the applicable County's sites and Products (respectively, "County Sites" and "Covered Products"). County will give StorageTek at least thirty (30) days' written notice prior to relocating Covered Products, which notice must specify the new site. Support of relocated products is subject to local availability and may be subject to additional fees, and to inspection and recertification of the relocated products at StorageTek's applicable time and materials rates.
- 7.3 **Problem Avoidance.** Prior to requesting support from StorageTek, County will comply with all applicable operating and troubleshooting procedures, as posted on a StorageTek knowledge database or as otherwise provided by StorageTek. If such efforts are unsuccessful in eliminating the malfunction, County will promptly notify StorageTek. County will establish and maintain a procedure external to Covered Products so that County can reconstruct lost or altered files, data, or programs.
- 7.4 **Qualified Personnel.** Requests for hardware and software support may be made only by County personnel who:
- (a) possess the necessary expertise and training (as from time to time defined by StorageTek) to diagnose and resolve system and software malfunctions with direction by StorageTek; and
 - (b) are designated as "Contacts" in accordance with the applicable Service Listing.
- 7.5 **Additional Products.** County may add products to a Service Contract for a period coterminous with the term of the Service Contract at StorageTek's applicable, pro-rated, per-system fee, upon written notice to StorageTek and subject to StorageTek's rights of inspection. StorageTek will provide to County an add-on Order Confirmation reflecting the additional Covered Products and associated additional fee.

APPENDIX TO THE PURCHASING EXHIBIT
ADDITIONAL PROVISIONS RELATING TO STORAGE TEK PRODUCTS AND SERVICES

- 7.6 **Eligible Products - Automatic Eligibility.** Product support is available for products which are covered by a valid software license and are either still under StorageTek's warranty or currently under an existing StorageTek support agreement. For any other systems, StorageTek, in its sole discretion, may elect to provide products support provided that:
- (a) the products pass a StorageTek inspection, and County places an order to products support within one hundred twenty (120) days of StorageTek's issuance of a support qualification certificate evidencing such inspection; or
 - (b) StorageTek may place the products under observation and that support coverage will only commence once the products have operated for ninety (90) consecutive days without experiencing a failure, during which period required support will be charged on a time and materials basis.
- 7.7 **Exclusions.** Services do not include services required due to:
- (a) improper use, abuse, accident, or neglect;
 - (b) alterations, modifications, or attempts to repair Covered Products that StorageTek has not authorized;
 - (c) causes external to a Covered Product, such as failure to maintain environmental conditions within the operating range specified by the manufacturer;
 - (d) attachment of a Covered Product to equipment, software, or other items not listed on StorageTek's then current Price List;
 - (e) relocations or attempts to relocate Covered Products; or
 - (f) failure to maintain software and Covered Products at StorageTek-specified minimum release levels or configurations necessary to keep a Covered Product within the terms of StorageTek's applicable end of life support policy, or to properly install remedial replacement parts, patches, software updates or subsequent releases as directed by StorageTek;
 - (g) and any Services StorageTek delivers as a result of any such event will be invoiced separately at StorageTek's applicable time and materials rates, and are subject to the applicable Agreement.
8. **ON-SITE MATERIALS**
- 8.1 County will segregate, safeguard and designate as the property of StorageTek all tools, parts, spares, equipment and materials placed on a County site and for which title is not transferred to County ("On-Site Materials").
- 8.2 On-Site Materials may only be used by authorized persons consistent with the terms of the applicable Service Listing or SOW. County will have no right or interest in the On-Site Materials, and will not grant any liens or security interests therein. County assumes all risk of loss or damage to On-Site Materials that may occur prior to their return and receipt by StorageTek.
- 8.3 Within ten (10) days after termination or expiration of any Service Contract, County will deliver to StorageTek any On-Site Materials related to such Service Contract, FOB at the County location where said materials are located.
9. **CONSULTING OR PROFESSIONAL SERVICES**
- 9.1 **Consulting Services.** StorageTek will provide to County the Consulting Services described in each SOW under the terms of that SOW and this Agreement. If StorageTek performs any additional services at the request of County without the services being included in an SOW, then County agrees: (i) to pay StorageTek its prevailing rates for these services, and (ii) that this Agreement will govern the performance of those services. Unless stated in an SOW: (1) County agrees to perform all obligations in each SOW and this Agreement; (2) County represents that information listed in the "Assumptions" section of each SOW is correct when executed; (3) for each SOW the parties will each assign a project manager to facilitate the efficient provision of Consulting Services under that SOW; and (4) Consulting Services will be provided primarily during a standard Monday through Friday 8:00 am to 5:00 pm work day (however, the parties recognize that on occasion Consulting Services may require scheduling outside those standard hours). The Consulting Services, Deliverables, fees and other obligations specified in an SOW are based upon the information that the County provides to StorageTek. County acknowledges that any change in this information, or County's failure to perform its obligations, may result in delays and cost increases, and may affect StorageTek's ability to provide the Consulting Services. If Consulting Services are delayed or costs are increased because of inaccurate information or County's failure to perform its obligations, those delays and costs will be charged to County at StorageTek's then-standard time-and-materials rates. Increased costs may include time during which StorageTek consultants are underused.
- 9.2 **Additional County Obligations.** County agrees to provide StorageTek with all access to and rights to use County's facilities and data processing equipment, and to make available trained personnel capable of answering StorageTek's questions about County's data processing equipment and procedures, as reasonably required to perform the Services. If Services are performed at County's location, County will provide office space and facilities for StorageTek's staff equal to those provided to its own employees to the extent reasonably required to perform the Services.
- 9.3 **Additional Terms for Services.** Products are provided only under an Order. County may not return Products due to dissatisfaction with Services.

**APPENDIX TO THE PURCHASING EXHIBIT
ADDITIONAL PROVISIONS RELATING TO STORAGE TEK PRODUCTS AND SERVICES**

10. NON - SOLICITATION

- 10.1 Without the prior written consent of StorageTek, County will not recruit any personnel assigned by StorageTek to perform any Services designated as consulting services in a Service Listing or SOW for County until one (1) year after completion of the applicable Services.
- 10.2 "Recruit" means to initiate personal contact for the purposes of hiring, but does not include responding to an unsolicited application, receiving unprompted responses to advertisements, or receiving candidates who are, without County involvement, presented to County by a recruiting firm.

11. INTELLECTUAL PROPERTY OWNERSHIP AND LICENSE TERMS FOR SERVICE DELIVERABLES

- 11.1 **Deliverables.** Subject to Section 4.1 of the main text of the Exhibit, StorageTek shall own all intellectual property in the Deliverables. Rights not expressly granted under any Service Contract are reserved to StorageTek, except for pre-existing intellectual property.
- 11.2 **License terms.**
- (a) **General scope of licenses.** StorageTek grants to County a non-exclusive and non-transferable license to use Deliverables for its internal use only, subject to:
- (i) any restrictions set out in the Order or Order Confirmation as to the permitted number of users and CPUs; and
- (ii) any supplemental license terms accompanying the Deliverable.
- (b) **Use of tools and Updates.** Tools may be accessed only by Contacts for the sole purpose of diagnosing and resolving problems on Covered Products. The provision of an Update will not alter any warranty on the Software previously licensed, and such Updates may be used or accessed only in connection with the use of Covered Products.
- (c) **License restrictions.** Except to the extent such restrictions are prohibited by applicable law, County may not:
- (i) make copies of Deliverables, other than for archival purposes; or
- (ii) modify, decompile, or reverse-engineer Deliverables.

12. SERVICE WARRANTIES

- 12.1 **Warranty.** StorageTek warrants that Services will be performed in a good and workmanlike manner.
- 12.2 **Exclusive remedy.** County's sole and exclusive remedy and StorageTek's entire liability for breach of the above warranty will be re-performance of Services.
- 12.3 **Claims.** Any claim for breach of the above warranty must be made in writing and notified to StorageTek within 90 days of performance of the Services at issue.

13. CHARGING ARRANGEMENTS FOR SERVICES

- 13.1 **Charges and invoices.** The charges for Services are as set out in the Order or the applicable SOW. Charges for product support Services shall be invoiced quarterly in advance as agreed between the parties as stated in the Service Contract. Invoices for other Services shall be rendered upon completion of such Services or monthly in the event the duration of services exceeds one month.
- 13.2 **Acceptance.** Deliverables and Services are deemed accepted upon delivery.
- 13.3 **Items not included in charges.** Unless otherwise provided for in the Service Listing or an SOW, the stated charges are exclusive of the following items (for which County is responsible):
- (a) all sales and other taxes based upon the value of the Services;
- (b) reasonable travel expenses associated with consulting Services in the amount actually incurred by StorageTek;
- (c) reasonable and necessary out-of-pocket expenses associated with Consulting Services;
- (d) costs incurred by County or its employees in connection with their participation in educational services;
- (e) transportation and insurance charges incurred as a result of providing Services to remote County sites; and
- (f) the costs of operating supplies and accessories.
- (g) Items above subject to approval by the County Auditor-Controller in accordance with County policies.

14. THIRD PARTY PRODUCTS

- 14.1 County may from time to time request and StorageTek may agree to procure Third Party Products in conjunction with the provision by StorageTek of the Services. In such circumstances the terms and conditions of the Agreement shall apply, subject to prior written approval by County.
- 14.2 StorageTek shall procure the requested Third Party Product(s) as a limited agent for County from the third party supplier and shall pass through to County any terms and conditions applicable, including warranty terms and license terms in the case of software, as warranted or licensed by the third party manufacturer or importer.
- 14.3 All orders for Third Party Products are non-cancelable and non-returnable to StorageTek.
- 14.4 StorageTek will not be liable nor responsible for:
- (a) any delays in delivery of Third Party Products;
- (b) warranty or continuing support and/or maintenance for any period of time but shall liaise between County and the third party supplier in respect of any warranty claims during the warranty period, unless otherwise agreed in a SOW;
- (c) continued compatibility of StorageTek products and Third Party Products; or

**APPENDIX TO THE PURCHASING EXHIBIT
ADDITIONAL PROVISIONS RELATING TO STORAGE TEK PRODUCTS AND SERVICES**

(d) patent or copyright infringements or the provision of an indemnity in respect of Third Party Products.

15. RESELLER PURCHASES

Except for Sections 2 and 3 of the Purchasing Exhibit and this Appendix 4, the Agreement will apply to Services or Software purchases by County through a StorageTek authorized reseller (**Reseller**). Pricing and payment terms, however, for the Services or Software will be determined between the Reseller and County. County may execute a separate StorageTek software schedule when ordering Software through a Reseller, except that the use of Software provided with a separate license agreement (including any "break-the-seal," "shrink-wrap," "click-to-accept" license) will be governed by the terms of that license. County must use an SOW when ordering Consulting Services through a Reseller. The applicable warranty period and warranty service level for Reseller purchases are indicated as Elite Service for 9740 Tape Library and 9840 Tape Drives.

16. MISCELLANEOUS

16.1 Service availability. Services may not be available in certain locations, and Deliverables may vary between locations. Services are subject to availability of qualified StorageTek personnel and facilities and may be subject to additional costs or terms or to payment of minimum applicable fees. StorageTek may modify the Service Listings at any time, but will continue to provide Deliverables as set out in the relevant Service Listing in effect on the date the relevant Order Confirmation was issued until expiration or renewal of the relevant Service Contract. StorageTek may make Service substitutions and modifications that do not cause a materially adverse effect in overall Service performance. Any changes in deliverables must be agreed upon by County including negotiated provisions for unavailability or short staffing without a refund or decrease in maintenance fees due StorageTek by County.

16.2 Limitations on use of Service. County acknowledges that Services are solely for County's internal use, and County may not provide, lease, or resell Services, directly or indirectly, to any third party, unless, and only to the extent that, County is authorized by StorageTek in writing to do so.

IN WITNESS WHEREOF THE DULY AUTHORIZED REPRESENTATIVES OF THE PARTIES HAVE EXECUTED THIS APPENDIX AS OF THE EXHIBIT EFFECTIVE DATE.

STORAGE TECHNOLOGY CORPORATION
BY: Joseph N. Stewart
NAME: Joseph N. Stewart
TITLE: Regional Contracts Manager
DATE: Storage Technology Corp.
3/08/06

COUNTY OF EL DORADO
BY: James R. Sweeney
NAME: JAMES R. SWEENEY
TITLE: Chairman, Board of Supervisors
DATE: 2/28/06

ATTEST: CINDY KECK, Clerk
of the Board of Supervisors

By Stephanie Tyler
DEPUTY
2/28/06

APPENDIX TO THE PURCHASING EXHIBIT
ADDITIONAL PROVISIONS RELATING TO SUN MICROSYSTEMS BRANDED STORAGE EQUIPMENT
AND RELATED SOFTWARE

The terms and conditions contained in this Appendix apply to all StorageTek-Sun Microsystems Inc. ("StorageTek") branded storage Equipment ("StorageTek Equipment") or related Software ("StorageTek Software") included in StorageTek's price list as amended from time to time. In the event of any conflict or inconsistency between this Appendix and any other Appendix or Schedule to the Purchasing Exhibit, this Appendix shall prevail.

GRANT OF LICENSES AND WARRANTIES FROM StorageTek detailed herein are granted from StorageTek directly to County.

1. LICENSE TERMS FOR STORAGE TEK SOFTWARE

2.1 License grant. StorageTek grants to County a non-exclusive and non-transferable license to use StorageTek Software provided to County hereunder for its internal use only, subject to:

- (a) any restrictions set out in the Order Confirmation as to the permitted purposes and number of users, developers, entries and CPUs; and
- (b) any supplemental license terms accompanying the Software, a hard copy of which is available on request.

2.2 Reservation of rights. StorageTek Software is confidential and copyrighted, all rights therein not expressly granted to County are reserved to StorageTek, and StorageTek retains title to all copies.

2.3 License restrictions. County may make identical copies of the StorageTek Software for archival purposes (which include a backup copy for disaster recovery). Except as prohibited by applicable law, County may not modify, decompile, or reverse-engineer StorageTek Software.

2.4 Transferability of software licenses. County may transfer any StorageTek Software operating system license with its related Equipment, if:

- (a) the transfer occurs at least one (1) year after StorageTek's delivery of the Equipment;
- (b) County notifies StorageTek in writing, and obtains a written undertaking from its transferee to comply with the applicable licensing terms; and
- (c) The transferee is the intended end user of the transferred Equipment.

2.5 Commercial software notice. If Software is being acquired by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), then the Government's rights in Software and accompanying documentation are only as set out in this Appendix; this is in accordance with 48 CFR 227.7201 through 227.7202-4 (for Department of Defense (DoD) acquisitions) and with 48 CFR 2.101 and 12.212 (for non-DoD acquisitions).

2.6 Audit Rights. StorageTek or its independent audit firm may, upon reasonable notice, request, access, examine and audit the systems, facilities and records of County to ensure compliance with any license granted by StorageTek including the Compliance records described in Section 2.7 below (no more than one time per year unless StorageTek has evidence indicating County is in breach or non-compliant) to the extent necessary to determine County's compliance with StorageTek's license grants and County's compliance with U.S. trade laws. Any audit will be performed with StorageTek giving County written notice reasonably in advance and such audits will be conducted during County's regular business hours and in a manner that avoids unreasonable interference with County's business operations. All information obtained from County pursuant to this section will be subject to the Confidentiality provisions contained in the General Terms and any other confidentiality, security and privacy obligations to which County is legally bound (which will be made available in hard copy to StorageTek).

2.7 Compliance Records. County agrees to maintain records of its compliance with the StorageTek Software licenses granted by StorageTek under this Appendix. County also agrees to maintain records of its compliance with U.S. trade laws and other applicable export and trade laws as well as the following:

- (a) identification and serial numbers of any StorageTek Equipment, StorageTek Software, or other StorageTek technologies exported and re-exported (actual or planned);
- (b) origination and destination entities and locations with respect to the actual or planned exports and re-exports and the dates thereof. Warranty eligibility may be transitioned along with the StorageTek Software and StorageTek Equipment to a relocation site provided that (i) StorageTek maintains local service or support operations in the relocation region, and (ii) County notifies StorageTek in writing and provides requisite information.

2.8 Proprietary Notices. County may not alter or obscure any proprietary rights notice appearing on any StorageTek Software or related materials, and must include such notices on any copies thereof.

2.9 Breach of License. Breaches of any license granted under this Appendix are excluded from the Limitation of Liability provision of the General Terms.

APPENDIX TO THE PURCHASING EXHIBIT
ADDITIONAL PROVISIONS RELATING TO SUN MICROSYSTEMS BRANDED STORAGE EQUIPMENT
AND RELATED SOFTWARE

3. PRODUCT WARRANTIES

3.1 **Warranty.** StorageTek warrants that all StorageTek Equipment as at the date of delivery will be free from material defects in materials and workmanship for a 90-day (a hard copy of which is available on request). County may review StorageTek's warranty programs and related procedural details at the Warranty Web Page. StorageTek furthermore warrants that StorageTek Software listed on the Warranty Web Page as at the date of delivery, for the period shown on the Warranty Web Page, will contain the features described in the applicable user's manual, as it exists at the date of delivery to County. Otherwise StorageTek Software is provided "AS IS".

3.2 **Changes to Warranty.** Any changes to the warranty details specified from time to time will not apply to StorageTek Equipment or StorageTek Software ordered prior to such change.

3.3 **Exclusive remedy.** County's sole and exclusive remedy and StorageTek's entire liability for breach of the above warranty will be: (a) the repair or, at StorageTek's option and expense, replacement of defective StorageTek Equipment; and (b) the provision of StorageTek Software support as shown on the Warranty Web Page. Parts or components which are replaced under applicable warranty may not be new. Title in all defective parts which are removed from StorageTek Equipment under applicable warranty shall transfer back to StorageTek.

3.4 **Products excluded from warranty.** No warranty will apply to any StorageTek Equipment or StorageTek Software which has been:

- (a) modified, altered or adapted without StorageTek's written consent;
- (b) maltreated or used in a manner other than in accordance with the relevant manual;
- (c) repaired by any third party in a manner which fails to meet StorageTek's quality standards;
- (d) improperly installed by any party other than StorageTek;
- (e) used with equipment or software not covered by the warranty, to the extent that the problems are attributable to such use; or
- (f) purchased from any entity other than StorageTek or a StorageTek authorized reseller.

IN WITNESS WHEREOF THE DULY AUTHORIZED REPRESENTATIVES OF THE PARTIES HAVE EXECUTED THIS APPENDIX AS OF THE EXHIBIT EFFECTIVE DATE.	
BY: <u>Joseph N. Stewart</u>	BY: <u>James R. Sweeney</u>
NAME: <u>Joseph N. Stewart</u>	NAME: <u>JAMES R. SWEENEY</u>
TITLE: <u>Regional Contracts Manager</u>	TITLE: <u>Chairman, Board of Supervisors</u>
DATE: <u>3/08/06</u>	DATE: <u>2/08/06</u>
STORAGE TECHNOLOGY CORPORATION	
COUNTY OF EL DORADO	

ATTEST: CINDY KECK, Clerk
of the Board of Supervisors

By [Signature]
DEPUTY



Statement of Work
for
EL DORADO COUNTY

Sold To: EL DORADO COUNTY
Quote Number: 100000
Revision: 1
Quote Type: Maintenance
PO Number:
Contract ID:
Effective As Of: 12/15/2005 00:00:00

Customer Contact:
M. Steve Featherston
925 886 4002 Fax
925 886 4002 Fax
925 886 4002 Fax

By signing this schedule where indicated below, Customer acknowledges that Customer orders the following Products/Services listed below subject to the terms and conditions of the applicable Agreement(s) referred to above, any specification Data Sheets attached herein and any Attachments hereto and StorageTek will not be bound by any inconsistent terms in Customer's purchase order.
1. THE TERMS AND CONDITIONS SET FORTH IN THE SPECIFICATION DATA SHEETS, IF ANY, FOR PARTICULAR PRODUCT AND SERVICE OFFERINGS OVERSIDE ANY CONFLICTING PROVISIONS IN THE ABOVE REFERENCED AGREEMENT(S), THE CHARGES SET FORTH BELOW DO NOT INCLUDE APPLICABLE TAXES.
StorageTek Equipment is manufactured from new parts or new and used parts. In some cases, StorageTek Equipment may not be new and may have been previously installed. Regardless, StorageTek's warranty terms as described in http://www.storage.com/pdf/ML_Warr_StorageTek.pdf apply, unless the Equipment is specifically identified by StorageTek as "used" or "rebuilt".

Notwithstanding anything set forth in the Agreement(s) referenced above to the contrary, this Schedule is for a firm non-cancelable term of 12 months.
Issuing Office:
Value Corporation
Sun Microsystems, Inc
Storage Tek, DMG
1277 Trest Blvd., Suite 240
Walnut Creek, CA 94597

StorageTek shall maintain the below referenced products at:
925 886 4002 Fax
925 886 4002 Fax
925 886 4002 Fax

Install Address(es):
44439 EL DORADO COUNTY
360 FAIR LN
PLACERVILLE, CA 95667
44439 EL DORADO COUNTY
360 FAIR LN
PLACERVILLE, CA 95667

Serial Number	Manufacturer	Description	Install Location	Coverage Type	List Price	Disc %	Warranty		Effective Start Date	Effective End Date	Unit Price	Coverage Type	List Price	Disc %	Contract		Effective Start Date	Effective End Date	Rack#	Total Price	Totals
							No. Price	Start Date							End Date	Total					
28400000271	9740000-0000	9740 424 SLOT TAPE LIBRARY	44439		\$0.00	0.00%	\$0.00				\$0.00	Elite	\$346.00	0.00%	\$346.00	03/01/2006	02/28/2007		\$346.00	\$346.00	
26500000078	9740000-0000	10720 DRIVE LIBRARY CABINET	44439		\$0.00	0.00%	\$0.00				\$0.00	Elite	\$37.00	0.00%	\$37.00	03/01/2006	02/28/2007		\$37.00	\$37.00	
33000000070	9840000-0000	9840 LIBRARY ESCON	44439		\$0.00	0.00%	\$0.00				\$0.00	Elite	\$247.00	0.00%	\$247.00	03/01/2006	02/28/2007		\$247.00	\$247.00	
33000000070	9840000-0000	9840 LIBRARY ESCON	44439		\$0.00	0.00%	\$0.00				\$0.00	Elite	\$247.00	0.00%	\$247.00	03/01/2006	02/28/2007		\$247.00	\$247.00	
33000000070	9840000-0000	9840 LIBRARY ESCON	44439		\$0.00	0.00%	\$0.00				\$0.00	Elite	\$247.00	0.00%	\$247.00	03/01/2006	02/28/2007		\$247.00	\$247.00	
33000000070	9840000-0000	9840 LIBRARY ESCON	44439		\$0.00	0.00%	\$0.00				\$0.00	Elite	\$247.00	0.00%	\$247.00	03/01/2006	02/28/2007		\$247.00	\$247.00	
33000000070	9840000-0000	9840 LIBRARY ESCON	44439		\$0.00	0.00%	\$0.00				\$0.00	Elite	\$247.00	0.00%	\$247.00	03/01/2006	02/28/2007		\$247.00	\$247.00	
33000000070	9840000-0000	9840 LIBRARY ESCON	44439		\$0.00	0.00%	\$0.00				\$0.00	Elite	\$247.00	0.00%	\$247.00	03/01/2006	02/28/2007		\$247.00	\$247.00	
33000000070	9840000-0000	9840 LIBRARY ESCON	44439		\$0.00	0.00%	\$0.00				\$0.00	Elite	\$247.00	0.00%	\$247.00	03/01/2006	02/28/2007		\$247.00	\$247.00	
33000000070	9840000-0000	9840 LIBRARY ESCON	44439		\$0.00	0.00%	\$0.00				\$0.00	Elite	\$247.00	0.00%	\$247.00	03/01/2006	02/28/2007		\$247.00	\$247.00	
33000000070	9840000-0000	9840 LIBRARY ESCON	44439		\$0.00	0.00%	\$0.00				\$0.00	Elite	\$247.00	0.00%	\$247.00	03/01/2006	02/28/2007		\$247.00	\$247.00	
33000000070	9840000-0000	9840 LIBRARY ESCON	44439		\$0.00	0.00%	\$0.00				\$0.00	Elite	\$247.00	0.00%	\$247.00	03/01/2006	02/28/2007		\$247.00	\$247.00	
33000000070	9840000-0000	9840 LIBRARY ESCON	44439		\$0.00	0.00%	\$0.00				\$0.00	Elite	\$247.00	0.00%	\$247.00	03/01/2006	02/28/2007		\$247.00	\$247.00	
33000000070	9840000-0000	9840 LIBRARY ESCON	44439		\$0.00	0.00%	\$0.00				\$0.00	Elite	\$247.00	0.00%	\$247.00	03/01/2006	02/28/2007		\$247.00	\$247.00	
33000000070	9840000-0000	9840 LIBRARY ESCON	44439		\$0.00	0.00%	\$0.00				\$0.00	Elite	\$247.00	0.00%	\$247.00	03/01/2006	02/28/2007		\$247.00	\$247.00	
33000000070	9840000-0000	9840 LIBRARY ESCON	44439		\$0.00	0.00%	\$0.00				\$0.00	Elite	\$247.00	0.00%	\$247.00	03/01/2006	02/28/2007		\$247.00	\$247.00	
33000000070	9840000-0000	9840 LIBRARY ESCON	44439		\$0.00	0.00%	\$0.00				\$0.00	Elite	\$247.00	0.00%	\$247.00	03/01/2006	02/28/2007		\$247.00	\$247.00	
33000000070	9840000-0000	9840 LIBRARY ESCON	44439		\$0.00	0.00%	\$0.00				\$0.00	Elite	\$247.00	0.00%	\$247.00	03/01/2006	02/28/2007		\$247.00	\$247.00	
33000000070	9840000-0000	9840 LIBRARY ESCON	44439		\$0.00	0.00%	\$0.00				\$0.00	Elite	\$247.00	0.00%	\$247.00	03/01/2006	02/28/2007		\$247.00	\$247.00	
33000000070	9840000-0000	9840 LIBRARY ESCON	44439		\$0.00	0.00%	\$0.00				\$0.00	Elite	\$247.00	0.00%	\$247.00	03/01/2006	02/28/2007		\$247.00	\$247.00	
33000000070	9840000-0000	9840 LIBRARY ESCON	44439		\$0.00	0.00%	\$0.00				\$0.00	Elite	\$247.00	0.00%	\$247.00	03/01/2006	02/28/2007		\$247.00	\$247.00	
33000000070	9840000-0000	9840 LIBRARY ESCON	44439		\$0.00	0.00%	\$0.00				\$0.00	Elite	\$247.00	0.00%	\$247.00	03/01/2006	02/28/2007		\$247.00	\$247.00	
33000000070	9840000-0000	9840 LIBRARY ESCON	44439		\$0.00	0.00%	\$0.00				\$0.00	Elite	\$247.00	0.00%	\$247.00	03/01/2006	02/28/2007		\$247.00	\$247.00	
33000000070	9840000-0000	9840 LIBRARY ESCON	44439		\$0.00	0.00%	\$0.00				\$0.00	Elite	\$247.00	0.00%	\$247.00	03/01/2006	02/28/2007		\$247.00	\$247.00	
33000000070	9840000-0000	9840 LIBRARY ESCON	44439		\$0.00	0.00%	\$0.00				\$0.00	Elite	\$247.00	0.00%	\$247.00	03/01/2006	02/28/2007		\$247.00	\$247.00	
33000000070	9840000-0000	9840 LIBRARY ESCON	44439		\$0.00	0.00%	\$0.00				\$0.00	Elite	\$247.00	0.00%	\$247.00	03/01/2006	02/28/2007		\$247.00	\$247.00	
33000000070	9840000-0000	9840 LIBRARY ESCON	44439		\$0.00	0.00%	\$0.00				\$0.00	Elite	\$247.00	0.00%	\$247.00	03/01/2006	02/28/2007		\$247.00	\$247.00	
33000000070	9840000-0000	9840 LIBRARY ESCON	44439		\$0.00	0.00%	\$0.00				\$0.00	Elite	\$247.00	0.00%	\$247.00	03/01/2006	02/28/2007		\$247.00	\$247.00	
33000000070	9840000-0000	9840 LIBRARY ESCON	44439		\$0.00	0.00%	\$0.00				\$0.00	Elite	\$247.00	0.00%	\$247.00	03/01/2006	02/28/2007		\$247.00	\$247.00	
33000000070	9840000-0000	9840 LIBRARY ESCON	44439		\$0.00	0.00%	\$0.00				\$0.00	Elite	\$247.00	0.00%	\$247.00	03/01/2006	02/28/2007		\$247.00	\$247.00	
33000000070	9840000-0000	9840 LIBRARY ESCON	44439		\$0.00	0.00%	\$0.00				\$0.00	Elite	\$247.00	0.00%	\$247.00	03/01/2006	02/28/2007		\$247.00	\$247.00	
33000000070	9840000-0000	9840 LIBRARY ESCON	44439		\$0.00	0.00%	\$0.00				\$0.00	Elite	\$247.00	0.00%	\$247.00	03/01/2006	02/28/2007		\$247.00	\$247.00	
33000000070	9840000-0000	9840 LIBRARY ESCON	44439		\$0.00	0.00%	\$0.00				\$0.00	Elite	\$247.00	0.00%	\$247.00	03/01/2006	02/28/2007		\$247.00	\$247.00	
33000000070	9840000-0000	9840 LIBRARY ESCON	44439		\$0.00	0.00%	\$0.00				\$0.00	Elite	\$247.00	0.00%	\$247.00	03/01/2006	02/28/2007		\$247.00	\$247.00	
33000000070	9840000-0000	9840 LIBRARY ESCON	44439		\$0.00	0.00%	\$0.00				\$0.00	Elite	\$247.00	0.00%	\$247.00	03/01/2006	02/28/2007		\$247.00	\$247.00	
33000000070	9840000-0000	9840 LIBRARY ESCON	44439		\$0.00	0.00%	\$0.00				\$0.00	Elite	\$247.00	0.00%	\$247.00	03/01/2006	02/28/2007		\$247.00	\$247.00	
33000000070	9840000-0000	9840 LIBRARY ESCON	44439		\$0.00	0.00%	\$0.00				\$0.00	Elite	\$247.00	0.00%	\$247.00	03/01/2006	02/28/2007		\$247.00	\$247.00	
33000000070	9840000-0000	9840 LIBRARY ESCON	44439		\$0.00	0.00%	\$0.00				\$0.00	Elite	\$247.00	0.00%	\$247.00	03/01/2006	02/28/2007		\$247.00	\$247.00	
33000000070	9840000-0000	9840 LIBRARY ESCON	44439		\$0.00	0.00%	\$0.00				\$0.00	Elite	\$247.00	0.00%	\$247.00	03/01/2006	02/28/2007		\$247.00	\$247.00	
33000000070	9840000-0000	9840 LIBRARY ESCON	44439		\$0.00	0.00%	\$0.00				\$0.00	Elite	\$247.00	0.00%	\$247.00	03/01/2006	02/28/2007		\$247.00	\$247.00	
33000000070	9840000-0000	9840 LIBRARY ESCON	44439		\$0.00	0.00%	\$0.00				\$0.00	Elite	\$247.00	0.00%	\$247.00	03/01/2006	02/28/2007		\$247.00	\$247.00	
33000000070	9840000-0000	9840 LIBRARY ESCON	44439		\$0.00	0.00%	\$0.00				\$0.00	Elite	\$247.00	0.00%	\$247.00	03/01/2006	02/28/2007		\$247.00	\$247.00	
33000000070	9840000-0000	9840 LIBRARY ESCON	44439		\$0.00	0.00%	\$0.00				\$0.00	Elite	\$247.00	0.00%	\$247.00	03/01/2006	02/28/2007		\$247.00	\$247.00	
33000000070	9840000-0000	9840 LIBRARY ESCON	44439		\$0.00	0.00%	\$0.00				\$0.00	Elite	\$247.00	0.00%	\$247.00	03/01/2006	02/28/2007		\$247.00	\$247.00	
33000000070	9840000-0000	9840 LIBRARY ESCON	44439		\$0.00	0.00%	\$0.00				\$0.00	Elite	\$247.00	0.00%	\$247.00	03/01/2006	02/28/2007		\$247.00	\$247.00	
33000000070	9840000-0000	9840 LIBRARY ESCON	44439		\$0.00	0.00%	\$0.00				\$0.00	Elite	\$247.00	0.00%	\$247.00	03/01/2006	02/28/2007		\$247.00	\$247.00	
33000000070	9840000-0000	9840 LIBRARY ESCON	44439		\$0.00	0.00%	\$0.00				\$0.00	Elite	\$247.00	0.00%	\$247.00	03/01/2006	02/28/2007		\$247.00	\$247.00	
33000000070	9840000-0000	9840 LIBRARY ESCON	44439		\$0.00	0.00%	\$0.00				\$0.00	Elite	\$247.00	0.00%	\$247.00	03/01/2006	02/28/2007		\$247.00	\$247.00	
33000000070	9840000-0000	9840 LIBRARY ESCON	44439		\$0.00	0.00%	\$0.00				\$0.00	Elite	\$247.00	0.00%	\$247.00	03/01/2006	02/28/				

Contract Line Items (Products)				Warranty				Contract				Totals							
Serial Number	Model/Fixture	Description	Instal Location	Coverage Type	Class Price	Disc %	Net Price	Effective Start Date	Effective End Date	Unit Price	Coverage Type	Instal Price	Disc %	Net Price	Effective Start Date	Effective End Date	Recur Total Price	Total Price	Total
<small> PERIOD FOR AN ADDITIONAL CHARGE --- Monthly License Charge (MLC) --- Monthly Licensing Charge (MLC) </small>																			

The parties agree that this schedule will be executed by their duly authorized representatives on the dates specified below in one or more counterparts, in addition, and/or business, and each of which shall constitute an original.

By 
 Typed Name: Joseph N. Stewart
 Title: Regional Contracts Manager
 Date: 03/08/06
 Storage Technology Corporation
 Regional Contracts Manager
 Storage Technology Corp.

By 
 Typed Name: JAMES R. SWEENEY
 Title: Chairman, Board of Supervisors
 Date: 2/26/06
 EL DORADO COUNTY
 Board of Supervisors

ATTEST: CINDY NECK, Clerk
 of the Board of Supervisors
 By 
 CINDY NECK
 2/28/06

WARRANTY										CONTRACT				TOTAL						
Serial Number	Modification	Description	Install Location	Coverage Type	List Price	Disc %	Net Price	Effective Start Date	Effective End Date	Unit Total Price	Coverage Type	List Price	Disc %	Net Price	Effective Start Date	Effective End Date	Recur Total Price	Total Price	Total	

Subject coverage as set forth in the specifications for such product. For any storage or product, Customer may upgrade to a higher service level, even during the warranty period, for an additional charge.
 -- Monthly Maintenance Charge (MMC)
 -- Monthly Licensing Charge (MLC)

The parties agree that this Schedule will be executed by their duly authorized representatives on the dates specified below in one or more counterparts, in duplicate, and/or facsimile, and each of which shall constitute an original.

By: Joseph N. Stewart
 Type: Name: Joseph N. Stewart
 Title: Regional Contracts Manager
 Date: 3/08/06
Storage Technology Corporation
Storage Technology Corp.

By: James R. Sweeney
 Type: Name: James R. Sweeney
 Title: Chairman & Board of Supervisors
 Date: 3/08/06
EL DORADO COUNTY
PROCESSED

ATTEST: Grady Keck, Clerk
 of the Board of Supervisors
 By: Debra Miller
 DEPUTY
3/28/06



Statement of Work
for
EL DORADO COUNTY

Sold To: EL DORADO COUNTY
Quote Number: 42316
Revision: 1
Quote Type: Maintenance
PO Number:
Contract ID:
Effective As Of: 12/15/2005 00:00:00

Customer Contact:
Mr. Steve Fawcison

Issuing Office:
Valerie Cooper
Sun Microsystems, Inc.
StorageTek, DMS
1277 Trent Blvd., Suite 240
Woburn Creek, CA 94597
925.296.9197 direct
925.886.4002 fax
valerie.cooper@storage.com

Bill To:
44439
EL DORADO COUNTY
360 FAIR LN
PLACERVILLE CA 95667

StorageTek shall maintain the below mentioned products at:
44439 EL DORADO COUNTY
360 FAIR LN
PLACERVILLE CA 95667

This quotation constitutes an offer. Unless revoked sooner by StorageTek in writing, this offer will expire 90 days after the Offer Date.
Master Terms & Conditions: 120009
Agreement of Equipment Maintenance No.:
Agreement for StorageTek Licensed Program No.:
Other File in Agreement Information:

By signing this Schedule where indicated below, Customer acknowledges that Customer orders the following Product/Services listed below subject to the terms and conditions of the applicable Agreement (A) referred to above, any specification On-Site is deemed herein and any Attachments hereto and StorageTek will not be bound by any non-standard terms in Customer's purchase order.

3. THE TERMS AND CONDITIONS SET FORTH IN THE SPECIFICATION DATA SHEETS, IF ANY, FOR PARTICULAR PRODUCT AND SERVICE OFFERINGS OVERIDE ANY CONFLICTING PROVISIONS IN THE ABOVE REFERENCED AGREEMENT(S). THE CHANGES SET FORTH BELOW DO NOT INCLUDE APPLICABLE TAXES.

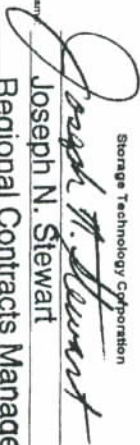
StorageTek Equipment is manufactured from new parts, or new and used parts. In some cases, StorageTek Equipment may not be new and may have been previously installed. Repaired StorageTek's warranty terms as described in <http://www.storage.com/pdf/let/WarrantyStorageTek.pdf> apply, unless the Equipment is specifically identified by StorageTek as "used" or "re-installed".

Notwithstanding anything set forth in the Agreement(s) referenced above to the contrary, this Schedule is for a firm non-cancelable term of 12 months.


Serial Number	Model/Parture	Description	Install Location	Coverage Type	List Price	Disc %	Net Price	Warranty		Effective Start Date	Effective End Date	Unit Price	Coverage Type	List Price	Disc %	Net Price	Contract		Totals	
								Start Date	End Date								Start Date	End Date	Recur Total	Total Price
262000000271	974205C-0000	974205C-0000	1070 DRIVE LIBRARY CABINET	44439	\$0.00	0.00%	\$0.00													
262000000272	974205C-0000	1070 DRIVE LIBRARY CABINET	44439	\$0.00	0.00%	\$0.00														
333000000170	9940.02-0000	9940 LIBRARY ESCON	44439	\$0.00	0.00%	\$0.00														
333000000170	9940.02-0000	9940 LIBRARY ESCON	44439	\$0.00	0.00%	\$0.00														
333000000170	9940.02-0000	9940 LIBRARY ESCON	44439	\$0.00	0.00%	\$0.00														
333000000170	9940.02-0000	9940 LIBRARY ESCON	44439	\$0.00	0.00%	\$0.00														
333000000170	9940.02-0000	9940 LIBRARY ESCON	44439	\$0.00	0.00%	\$0.00														
333000000170	9940.02-0000	9940 LIBRARY ESCON	44439	\$0.00	0.00%	\$0.00														
333000000170	9940.02-0000	9940 LIBRARY ESCON	44439	\$0.00	0.00%	\$0.00														
333000000170	9940.02-0000	9940 LIBRARY ESCON	44439	\$0.00	0.00%	\$0.00														
333000000170	9940.02-0000	9940 LIBRARY ESCON	44439	\$0.00	0.00%	\$0.00														
333000000170	9940.02-0000	9940 LIBRARY ESCON	44439	\$0.00	0.00%	\$0.00														
333000000170	9940.02-0000	9940 LIBRARY ESCON	44439	\$0.00	0.00%	\$0.00														
333000000170	9940.02-0000	9940 LIBRARY ESCON	44439	\$0.00	0.00%	\$0.00														
333000000170	9940.02-0000	9940 LIBRARY ESCON	44439	\$0.00	0.00%	\$0.00														
333000000170	9940.02-0000	9940 LIBRARY ESCON	44439	\$0.00	0.00%	\$0.00														
333000000170	9940.02-0000	9940 LIBRARY ESCON	44439	\$0.00	0.00%	\$0.00														
333000000170	9940.02-0000	9940 LIBRARY ESCON	44439	\$0.00	0.00%	\$0.00														
333000000170	9940.02-0000	9940 LIBRARY ESCON	44439	\$0.00	0.00%	\$0.00														
333000000170	9940.02-0000	9940 LIBRARY ESCON	44439	\$0.00	0.00%	\$0.00														
333000000170	9940.02-0000	9940 LIBRARY ESCON	44439	\$0.00	0.00%	\$0.00														
333000000170	9940.02-0000	9940 LIBRARY ESCON	44439	\$0.00	0.00%	\$0.00														
333000000170	9940.02-0000	9940 LIBRARY ESCON	44439	\$0.00	0.00%	\$0.00														
333000000170	9940.02-0000	9940 LIBRARY ESCON	44439	\$0.00	0.00%	\$0.00														
333000000170	9940.02-0000	9940 LIBRARY ESCON	44439	\$0.00	0.00%	\$0.00														
333000000170	9940.02-0000	9940 LIBRARY ESCON	44439	\$0.00	0.00%	\$0.00														
333000000170	9940.02-0000	9940 LIBRARY ESCON	44439	\$0.00	0.00%	\$0.00														
333000000170	9940.02-0000	9940 LIBRARY ESCON	44439	\$0.00	0.00%	\$0.00														
333000000170	9940.02-0000	9940 LIBRARY ESCON	44439	\$0.00	0.00%	\$0.00														
333000000170	9940.02-0000	9940 LIBRARY ESCON	44439	\$0.00	0.00%	\$0.00														
333000000170	9940.02-0000	9940 LIBRARY ESCON	44439	\$0.00	0.00%	\$0.00														
333000000170	9940.02-0000	9940 LIBRARY ESCON	44439	\$0.00	0.00%	\$0.00														
333000000170	9940.02-0000	9940 LIBRARY ESCON	44439	\$0.00	0.00%	\$0.00														
333000000170	9940.02-0000	9940 LIBRARY ESCON	44439	\$0.00	0.00%	\$0.00														
333000000170	9940.02-0000	9940 LIBRARY ESCON	44439	\$0.00	0.00%	\$0.00														
333000000170	9940.02-0000	9940 LIBRARY ESCON	44439	\$0.00	0.00%	\$0.00														
333000000170	9940.02-0000	9940 LIBRARY ESCON	44439	\$0.00	0.00%	\$0.00														
333000000170	9940.02-0000	9940 LIBRARY ESCON	44439	\$0.00	0.00%	\$0.00														
333000000170	9940.02-0000	9940 LIBRARY ESCON	44439	\$0.00	0.00%	\$0.00														
333000000170	9940.02-0000	9940 LIBRARY ESCON	44439	\$0.00	0.00%	\$0.00														
333000000170	9940.02-0000	9940 LIBRARY ESCON	44439	\$0.00	0.00%	\$0.00														
333000000170	9940.02-0000	9940 LIBRARY ESCON	44439	\$0.00	0.00%	\$0.00														
333000000170	9940.02-0000	9940 LIBRARY ESCON	44439	\$0.00	0.00%	\$0.00														
333000000170	9940.02-0000	9940 LIBRARY ESCON	44439	\$0.00	0.00%	\$0.00														
333000000170	9940.02-0000	9940 LIBRARY ESCON	44439	\$0.00	0.00%	\$0.00														
333000000170	9940.02-0000	9940 LIBRARY ESCON	44439	\$0.00	0.00%	\$0.00														
333000000170	9940.02-0000	9940 LIBRARY ESCON	44439	\$0.00	0.00%	\$0.00														
333000000170	9940.02-0000	9940 LIBRARY ESCON	44439	\$0.00	0.00%	\$0.00														
333000000170	9940.02-0000	9940 LIBRARY ESCON	44439	\$0.00	0.00%	\$0.00														
333000000170	9940.02-0000	9940 LIBRARY ESCON	44439	\$0.00	0.00%	\$0.00														
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333000000170	9940.02-0000	9940 LIBRARY ESCON	44439	\$0.00	0.00%</															

Single Line Items (Products)				Warranty				Contract				Totals							
Serial Number	Model/Version	Description	Install Location	Coverage Type	List Price	Disc %	Net Price	Effective Start Date	Effective End Date	Unit Total Price	Coverage Type	List Price	Disc %	Net Price	Effective Start Date	Effective End Date	Recur Total Price	Total Price	Totals
<p>Legend for additional charge: --- Monthly Maintenance Charge (M/MC) --- Monthly Licensing Charge (M/LC)</p>																			

The parties agree that the Schedule will be executed by their duly authorized representatives on the dates specified below in one or more counterparts, in duplicate, and each of which shall constitute an original.

By 
 Joseph N. Stewart
 Regional Contracts Manager
 Storage Technology Corp.
 Date 3/28/06

By 
 James R. Lawrence
 EL DORADO COUNTY
 DIRECTOR OF SUPERVISORS
 Date 2/28/06

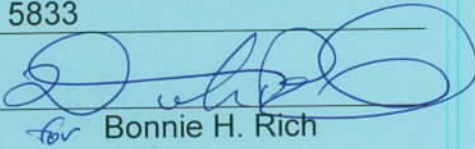
ATTEST: CINDY KECK, Clerk
 of the Board of Supervisors
 By 
 DEPUTY 2/28

CONTRACT ROUTING SHEET

Date Prepared: 10/11/07

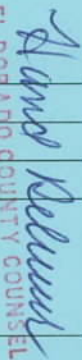
Need Date: _____

PROCESSING DEPARTMENT:

Department: CAO/Proc. & Contracts
 Dept. Contact: Dustin Bailey
 Phone #: 5833
 Department _____
 Head Signature: 
 for Bonnie H. Rich

CONTRACTOR:

Name: Sun Microsystems
 Address: 500 Eldorado Boulevard
Broomfield, CO 80021
 Phone: _____

2007 OCT 11 PM 3:43
 EL DORADO COUNTY COUNSEL


CONTRACTING DEPARTMENT: Information Technologies

Service Requested: Change of contractor name from Storageteck to Sun Microsystems
 Contract Term: 3/7/09 Contract Value: \$0
 Compliance with Human Resources requirements? Yes: _____ No: _____
 Compliance verified by: _____

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: Disapproved: _____ Date: 10/25/07 By: Jody James
 Approved: _____ Disapproved: _____ Date: _____ By: _____

ASSIGNMENT
 DATE 10/18/07
 ATTORNEY LESLIE GOMEZ
 DEPT./INDEX NO. 02000
 BY: [Signature]

Approval conditioned on making changes shown on attached copy of agreement. Please provide revised copy for proof-reading + review by counsel prior to submitting for execution. - Changes incorporated

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: Disapproved: _____ Date: 10/29/07 By: [Signature]
 Approved: _____ Disapproved: _____ Date: _____ By: _____

RECEIVED
 HUMAN RESOURCES DEPT
 07 OCT 29 AM 9:39

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract)

Departments: _____
 Approved: _____ Disapproved: _____ Date: _____ By: _____
 Approved: _____ Disapproved: _____ Date: _____ By: _____

Request for Taxpayer Identification Number and Certification

Give form to the
requestor. Do not
send to the IRS.

Print or type
See specific instructions on page 2.

Name (as shown on your income tax return) Sun Microsystems, Inc.	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ _____	
<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.) 4150 Network Circle	Requester's name and address (optional)
City, state, and ZIP code Santa Clara, CA 95054	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 2.

Social security number								
OF								

Employer identification number								
9	4	2	8	0	5	2	4	8

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign this Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶ <i>Frank E Taylor</i>	Date ▶ <i>1/18/07</i>
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Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,