

Contract #: 229-S0911

RUSH!

CONTRACT ROUTING SHEET

Date Prepared: July 21, 2008

Need Date: August 21, 2008

PROCESSING DEPARTMENT:

Department: Information Technologies

Dept. Contact: Tom Straling

Phone #: X5415

Department Head Signature: Jacqueline Pelicci

Head Signature: Steve Feederhast

Head Signature: John A. Kathan

CONTRACTOR:

Name: Avaya, Inc

Address: 1033 McCarthy Blvd. Building 2,

1st Floor

Milpitas CA 95035

Phone: 408-456-4929

CONTRACTING DEPARTMENT: Information Technologies

Service Requested: Evaluate & Approve Attached Avaya Telecommunications Maint. contract

Contract Term: 4 years Contract Value: NTE, \$98,000.00/YR

Compliance with Human Resources requirements? Yes: No: XX

Compliance verified by:

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

Approved: Disapproved: Date: 9/16/08 By: Jody B. Rome

Approved: Disapproved: Date: By:

- ~~email~~ ^{e-mail} to T. Straling on 9/15 re. pricing in Channel Service Agreement terms
- See memo dated 9/16/08.

- Also note: Avaya may subcontract obligations without consent of County; Avaya may change Extended Support Policy anytime at its sole discretion & such support is not a contractual obligation.

(Section 11) - "termination fees" not specified but required
* Note - named insured does not match vendor in Agreement or name is restated cert. of incorp. - "Avaya, Inc."

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

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

Approved: Disapproved: Date: 9/16/08 By:

Approved: Disapproved: Date: 9/17/08 By:

Conditional approval. Subject to receipt and approval of valid insurance certificate.
ok LC 9/17/08

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

Departments:

Approved: Disapproved: Date: By:

Approved: Disapproved: Date: By:

2008 SEP 15 AM 11:43
EL DORADO COUNTY COUNSEL
John A. Kathan

RECEIVED
HUMAN RESOURCES DEPT
SEP 16 PM 1:21

MARSH

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER
NYC-001183736-13

PRODUCER
MARSH USA, INC.
1166 AVENUE OF THE AMERICAS
42ND FLOOR
NEW YORK, NY 10036
Attn: NewYork.certs@Marsh.Com Fax: 212-948-0500

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE

- COMPANY
A AMERICAN HOME ASSURANCE COMPANY
- COMPANY
B
- COMPANY
C
- COMPANY
D

B45277-ALL-CAS-07-08

INSURED
AVAYA INC.
211 MT. AIRY ROAD
BASKING RIDGE, NJ 07920

COVERAGES This certificate supersedes and replaces any previously issued certificate for the policy period noted below. **5**

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNERS' & CONTRACTOR'S PROT	GL 1595545	09/30/07	09/30/08	GENERAL AGGREGATE \$ 5,000,000
					PRODUCTS - COMP/OP AGG \$ 5,000,000
					PERSONAL & ADV INJURY \$ 2,500,000
					EACH OCCURRENCE \$ 2,500,000
					FIRE DAMAGE (Any one fire) \$ 2,500,000
					MED EXP (Any one person) \$ 10,000
A A A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> PHYSICAL DAMAGE <input checked="" type="checkbox"/> SELF INSURED	AL 1607104 (AOS)	09/30/07	09/30/08	COMBINED SINGLE LIMIT \$ 5,000,000
		AL 1607102 (MA)	09/30/07	09/30/08	BODILY INJURY (Per person) \$
		AL 1607103 (VA)	09/30/07	09/30/08	BODILY INJURY (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				PROPERTY DAMAGE \$
					AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$
					AGGREGATE \$
					\$
A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL	WC 5455603 (AOS)	09/30/07	09/30/08	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
		WC 5455597 (CA)	09/30/07	09/30/08	EL EACH ACCIDENT \$ 2,500,000
					EL DISEASE-POLICY LIMIT \$ 2,500,000
					EL DISEASE-EACH EMPLOYEE \$ 2,500,000
	OTHER WORKERS COMPENSATION CONTINUES 2ND PAGE				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

EL DORADO COUNTY IS INCLUDED AS ADDITIONAL INSURED (EXCEPT WORKERS' COMPENSATION) AS THEIR INTERESTS MAY APPEAR.

CERTIFICATE HOLDER

EL DORADO COUNTY
ATTN: TOM STRALING
360 FAIR LANE
PLACERVILLE, CA 95667

CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

AUTHORIZED REPRESENTATIVE
Marsh USA Inc.
BY: Richard R. Ries

Richard R. Ries

MM1(3/02)

VALID AS OF:03/07/08

ADDITIONAL INFORMATION

NYC-001183736-13 DATE (MM/DD/YY)
03/07/08

PRODUCER

MARSH USA, INC.
1166 AVENUE OF THE AMERICAS
42ND FLOOR
NEW YORK, NY 10036
Attn: NewYork.certs@Marsh.Com Fax: 212-948-0500

COMPANIES AFFORDING COVERAGE

COMPANY
E

COMPANY
F

COMPANY
G

COMPANY
H

845277-ALL-CAS-07-08

INSURED

AVAYA INC.
211 MT. AIRY ROAD
BASKING RIDGE, NJ 07920

TEXT

Policies also applied to American Home Assurance Company
WC 5455595 (TX)
WC 5455602 (ME, MO, NC, NJ, NV)

Policies applied to Insurance Company Of The State of Pennsylvania
WC 5455601 (MA, TN, VA)
WC 5455594 (OR)
WC 5455598 (AR)
WC 5455593(FL)

Policy also applied to Illinois National Ins. Co.
WC 5455596 (IL, MI, WI)
WC 5455592 (NY)

Policy applied to National Union Fire Ins. Co
WC 5455600 (LA)

Policy applied to AI South Insurance Company
WC545559 (GA)

CERTIFICATE HOLDER

EL DORADO COUNTY
ATTN: TOM STRALING
360 FAIR LANE
PLACERVILLE, CA 95667

Marsh USA Inc.
Richard R. Ries

Richard R. Ries



STATE & LOCAL GOVERNMENT CUSTOMER AGREEMENT
GENERAL TERMS

This Customer Agreement (the "Agreement") governs the undersigned Customer's purchase and/or license of hardware, software and associated documentation ("Products") and related services as described in the relevant Attachment(s) ("Services") from Avaya Inc., with an address of 211 Mount Airy Road, Basking Ridge, NJ 07920 ("Avaya"). The "Effective Date" of the Agreement is the date Avaya countersigns it. For purposes of this Agreement, the Customer is an agency or department of a State or Municipal Government, or a publicly funded educational institution. This Agreement covers Products and Services for use only in the United States. If applicable, the Agreement also consists of one or more of the following Attachments:

- X Attachment 1 – Supply of Generally Available Products
- X Attachment 2 – Implementation Services Terms
- X Attachment 3 – Maintenance/Managed Services Terms

1. ORDERS

Orders are subject to acceptance by Avaya. Avaya may accept an order by shipping Products or commencing to perform Services. Accepted orders will be deemed to incorporate and be subject to the Agreement. Orders will be governed by the terms of the Agreement even when they lack an express reference to the Agreement. All other terms and conditions contained in any Customer purchase order or other document not expressly referenced in the Agreement will have no effect.

2. INVOICING AND PAYMENT

2.1 Invoicing and Payment. Avaya will invoice customer product and service fees as provided in the applicable attachment. Unless otherwise requested by customer in writing, Avaya will invoice to and process payments from Customer via Avaya's electronic bill application. Unless otherwise governed by State law, payment of undisputed invoices is due within 30 days from the date of Avaya's invoice. Customer will pay all bank charges, taxes, duties, levies and other costs and commissions associated with other methods of invoicing and payment. Avaya may suspend licenses and performance of orders for which payment is overdue until the overdue amount is paid in full.

2.2 Taxes. Unless Customer provides Avaya with a tax exemption certificate, Customer is solely responsible for paying all legally required taxes, including without limitation any sales, excise or other taxes and fees which may be levied upon the sale, transfer of ownership, license, installation or use of the Products, except for any income tax assessed upon Avaya. The preceding sentence shall be superseded to the extent the payment of taxes is governed by conflicting State law.

3. CUSTOMER RESPONSIBILITIES

Customer will cooperate with Avaya as reasonably necessary for Avaya's delivery of Products and performance of Services in a timely manner. Customer will provide Avaya with interface and other information regarding access to third party products in Customer's network and necessary third party consents and licenses to enable Avaya's performance under the Agreement. Customer is responsible for ensuring that its networks and systems are adequately secured against unauthorized intrusion or attack and regularly backing up its data and files in accordance with good computing practices.

4. CONFIDENTIAL INFORMATION

4.1 "Confidential Information" means party's business and/or technical information, pricing, discounts and other information or data, regardless of whether in tangible or other form if marked or otherwise expressly identified in writing as confidential. Information communicated verbally will qualify as Confidential Information if designated as confidential or proprietary at the time of disclosure and summarized in writing within 30 days after disclosure. Confidential Information excludes information that: (i) is publicly available other than by an act or omission of the receiving party; (ii) subsequent to its disclosure was lawfully received from a third party having the right to disseminate the information without restriction on its dissemination or disclosure; (iii) was known by the receiving party prior to its receipt and was not received from a third party in breach of that third party's confidentiality obligations; (iv) was independently developed by the receiving party without use of the disclosing party's Confidential Information; or (v) is required to be disclosed by court order or other lawful government action, but only to the extent so ordered, provided the receiving party provides prompt written notification to the disclosing party of the pending disclosure so the disclosing party may attempt to obtain a protective order. In the event of a potential disclosure in the case of subsection (v) above, the receiving party will provide reasonable assistance to the disclosing party should the disclosing party attempt to obtain a protective order.

4.2 Obligations. To the extent permitted by law, each party will protect the secrecy of all Confidential Information received from the other party with the same degree of care as it uses to protect its own Confidential Information, but in no event with less than a reasonable degree of care. Neither party will use or disclose the other party's Confidential Information except as permitted in this Section or for the purpose of performing obligations under the Agreement. The confidentiality obligations of each party will survive expiration or termination of the Agreement. Upon termination of the Agreement, each party will cease all use of the other party's Confidential Information and will promptly return, or at the other party's request destroy, all Confidential Information, including any copies, in tangible form in that party's possession or under its control, including Confidential Information stored on any medium. Upon request, a party will certify in writing its compliance with this Section.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 Customer Owns Customer IP. Customer reserves all rights, including, but not limited to, ownership, title, intellectual property rights and all other rights and interest in and to any computer programs (in object or source code format or any other form), know-how, inventions, processes, data bases, documentation, training materials and any other intellectual property and any tangible embodiments of it (collectively "Intellectual Property" or "IP") that Customer makes available to Avaya (collectively "Customer IP").

5.2 Avaya Owns Avaya IP. Avaya reserves all rights, including, but not limited to, ownership, title, and all other rights and interest in, and to, any Intellectual Property that Avaya owned prior to providing Services under the Agreement, any Intellectual Property that Avaya develops, creates, or otherwise acquires independently of these Services Terms, and any Intellectual Property that Avaya develops, creates, or otherwise acquires (excluding Customer IP) while performing Services under the Agreement.

5.3 Customer's License to Deliverables. Subject to Customer's payment of fees for the Services, Avaya grants Customer a non-exclusive, non-transferable, perpetual, limited, non-sublicenseable license to use tangible deliverables created by Avaya and delivered to Customer as part of the Services ("Deliverables"). Software contained in Deliverables will be licensed subject to the Software License Terms contained in the Agreement.

5.4 Customer Ownership of Delivered Software. Upon the effective date of this Agreement, neither party contemplates that the Customer will order customized deliverables from Avaya that will result in the transfer of any ownership rights of software or other proprietary data from Avaya to the Customer. Prior to any obligation of Avaya to transfer such rights, a written amendment to this Agreement shall be executed by authorized representatives of both parties expressly identifying the subject intellectual property and identifying the ownership rights that will be transferred.

6. SOFTWARE LICENSE TERMS AND RESTRICTIONS

6.1 License. Avaya grants Customer a non-sublicenseable, non-exclusive, non-transferable, perpetual license to use software and documentation provided under the Agreement and for which applicable fees have been paid at the indicated capacity and feature levels and within the scope of the applicable license types described below for Customer's internal business purposes and at locations in the United States. Except for the limited license rights expressly granted in the Agreement, Avaya reserves all rights, title and interest in and to the software and documentation and any modifications to it.

6.2 License Restrictions. To the extent permissible under applicable law, Customer agrees not to: (i) decompile, disassemble, or reverse engineer the software; (ii) alter, modify or create any derivative works based on the software or documentation; (iii) merge the software with any other software other than as expressly set forth in the documentation; (iv) use, copy, sell, sublicense, lease, rent, loan, assign, convey or otherwise transfer the software or documentation except as expressly authorized by the Agreement; (v) distribute, disclose or allow use of the software or documentation, in any format, through any timesharing service, service bureau, network or by any other means; or (vi) permit or encourage any third party to do so.

6.3 Backup Copies. Customer may create a reasonable number of archival and backup copies of the software and documentation, provided all proprietary rights, notices, names and logos are duplicated on all copies.

6.4 Termination of License. Avaya may, with immediate effect, terminate the software licenses granted in the Agreement and exercise all available rights and remedies if, within ten business days of Customer's receipt of a reasonably detailed written notice, Customer has not cured all breaches of license limitations or restrictions.

6.5 License Compliance. At Avaya's request and upon reasonable prior written notice, Avaya will have the right to inspect Customer's compliance with these Software License Terms.

7. WARRANTIES AND LIMITATIONS

Specific warranties for Products and Services are provided in the Attachments. THESE WARRANTIES ARE LIMITED AS PROVIDED IN EACH ATTACHMENT AND GENERALLY AS PROVIDED BELOW.

7.1 Exclusions and Disclaimers. The warranties do not extend to any damages, malfunctions, or non-conformities caused by: (i) Customer's use of Products in violation of the license granted under the Agreement or in a manner inconsistent with the operating documentation; (ii) use of non-Avaya furnished equipment, software, or facilities with Products (except to the extent provided in the documentation); (iii) Customer's failure to follow Avaya's installation, operation or maintenance instructions; (iv) Customer's failure to permit Avaya timely access, remote or otherwise, to Products; (v) failure to implement all new updates to software provided under the Agreement; (vi) Products that have had their original manufacturer's serial numbers altered, defaced or deleted; or (vii) Products that have been serviced or modified other than by Avaya or a third party specifically authorized by Avaya to provide the service or modification. EXCEPT AS REFERENCED AND LIMITED IN THIS SECTION, NEITHER AVAYA NOR ITS LICENSORS OR SUPPLIERS MAKES ANY EXPRESS REPRESENTATIONS OR WARRANTIES WITH REGARD TO ANY PRODUCTS OR SERVICES OR OTHERWISE RELATED TO THE AGREEMENT. AVAYA DOES NOT WARRANT UNINTERRUPTED OR ERROR FREE OPERATION OF PRODUCTS OR THAT THE PRODUCTS AND SERVICES WILL PREVENT TOLL FRAUD. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AVAYA DISCLAIMS ALL IMPLIED OR STATUTORY WARRANTIES, INCLUDING, BUT NOT LIMITED TO,

ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE WARRANTY REMEDIES EXPRESSLY PROVIDED IN THE AGREEMENT WILL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES.

8. INFRINGEMENT DEFENSE AND INDEMNIFICATION

8.1 Defense and Indemnity. Avaya will defend Customer, at Avaya's expense, against any Claim, as defined below, and will indemnify Customer as provided in this Section for any judgments, settlements and court awarded attorney's fees resulting from a Claim. Avaya's obligations under this Section are conditioned on the following: (i) Customer promptly notifies Avaya of the Claim in writing upon Customer being made aware of the Claim; (ii) Customer gives Avaya sole authority and control of the defense and (if applicable) settlement of the Claim, provided that Customer's legal counsel may participate in such defense and settlement, at Customer's expense; and (iii) Customer provides all information and assistance reasonably requested by Avaya to handle the defense or settlement of the Claim. For purposes of this Section, "Claim" means any cause of action in a third party action, suit or proceeding against Customer based upon an allegation that a Product as of its delivery date under the Agreement infringes a valid U.S. patent or copyright.

8.2 Remedial Measures. If a Product becomes, or Avaya reasonably believes use of a Product may become, the subject of a Claim, Avaya may, at its own expense and option: (i) procure for Customer the right to continue use of the Product; (ii) replace or modify the Product; or to the extent that neither (i) nor (ii) are deemed commercially practicable, (iii) refund to Customer a pro-rated portion of the applicable fees for the Product based on a linear depreciation monthly over a five year useful life, in which case Customer will cease all use of the Product and return it to Avaya.

8.3 Exceptions. Avaya will have no defense or indemnity obligation for any Claim based on: (i) a Product that has been modified by someone other than Avaya; (ii) a Product that has been modified by Avaya in accordance with Customer-provided specifications or instructions; (iii) use or combination of a Product with third party products; or (iv) Customer products or third party products. For the purposes of the Agreement, "third party products" means any products manufactured by a party other than Avaya, and may include, without limitation, products ordered by Customer from third parties pursuant to Avaya's recommendations. However, components of Avaya-branded Products are not third party products if they are both: (i) embedded in Products (i.e., not recognizable as standalone items); and (ii) are not identified as separate items on Avaya's price list, quotes, order specifications forms or documentation.

8.4 Sole Remedy. THE FOREGOING STATES AVAYA'S ENTIRE LIABILITY, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, WITH RESPECT TO ANY INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHTS OF ANY OTHER PARTY.

8.5 General Indemnification. Avaya shall indemnify and hold harmless Customer, Customer's agents, servants and employees against all claims, demands and judgments made or recovered against them by third parties for damages to real or tangible personal property or for bodily injury or death to any person arising out of, or in connection with this Agreement ("Claim"), to the extent such damage, injury or death was proximately caused by the negligence of Avaya, any subcontractor of Avaya or their employees, servants or agents while performing under this Agreement; provided, however, that such indemnification and save harmless obligation shall apply only to direct damages which are proven and shall not apply to the extent such damages, injury or death was caused by Customer's act or omission or the act or omission of Customer's agents, servants, employees or others; and, provided, further, that such indemnification and save harmless obligation is expressly conditioned on the following: (a) that Avaya shall be notified in writing promptly of any such Claim, (b) that Avaya shall have sole control of the defense of any action or such Claim and of all negotiations for its settlement or compromise provided that Customer's legal counsel may participate in such defense and settlement, at Customer's expense; and that (c) Customer shall cooperate with Avaya in a reasonable way to facilitate the settlement or defense of such Claim.

9. LIMITATION OF LIABILITY

IN NO EVENT WILL EITHER PARTY OR ITS RESPECTIVE LICENSORS OR SUPPLIERS HAVE ANY LIABILITY FOR ANY INCIDENTAL, SPECIAL, STATUTORY, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS OR REVENUE, LOSS OR CORRUPTION OF DATA, OR TOLL FRAUD. THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY FOR ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT WILL NOT EXCEED AN AMOUNT EQUAL TO TWICE THE TOTAL CONTRACT PRICE (OR IN THE ABSENCE OF A CONTRACT PRICE, TWICE THE AMOUNT OF ALL FEES PAID OR PAYABLE UNDER THE AGREEMENT IN THE 24 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM), UP TO \$5,000,000. THE LIMITATIONS OF LIABILITY IN THIS SECTION WILL APPLY TO ANY DAMAGES, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE, AND REGARDLESS OF WHETHER THE LIMITED REMEDIES AVAILABLE TO THE PARTIES FAIL OF THEIR ESSENTIAL PURPOSE. HOWEVER, THEY WILL NOT APPLY IN CASES OF WILLFUL MISCONDUCT, PERSONAL INJURY, OR BREACHES OF AVAYA'S LICENSE RESTRICTIONS. THE LIMITATIONS OF LIABILITY IN THIS SECTION ALSO WILL APPLY TO ANY LIABILITY OF DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND SUPPLIERS. THE LIMITATIONS OF AGGREGATE LIABILITY WILL NOT APPLY TO CONTRACTUAL INDEMNIFICATION OBLIGATIONS PROVIDED IN THE AGREEMENT.

10. GOVERNING LAW AND DISPUTE RESOLUTION

10.1 Governing Law. The Agreement and any disputes arising out of or relating to the Agreement ("Disputes") will be governed by the laws of the state where the Customer resides, excluding conflict of law principles.

11. TERM AND TERMINATION

11.1 General Terms. The Agreement will be effective and continue in effect for four years from the Effective Date unless terminated earlier in accordance with this Section. Either party may terminate the Agreement by written notice to the other party effective immediately upon receipt, if the other party fails to cure any material breach of the Agreement within a 30 day period after having received a written notice from the non-breaching party detailing the breach and requesting the breach be cured. Customer may terminate the Agreement for convenience upon 30 days written notice and subject to termination or cancellation fees, if any. If Customer terminates this Agreement for convenience, Avaya shall submit to Customer a termination settlement claim containing any charges up to the date of termination and any applicable termination fees, in the form of an invoice, within ninety (90) days from the effective date of the termination. Notwithstanding the foregoing, except for Customer's termination for non-appropriation of funds as set forth in subsection 11.2 below, termination of Maintenance Services shall be as set forth in Attachment 3. The provisions concerning confidentiality, license grant to Customer, and indemnity (as well as any other terms which, by their nature, are intended to survive termination or expiration) of these General Terms will survive any termination or expiration of the Agreement and any order. Except as expressly provided otherwise in the Agreement and termination for uncured breach, any termination of the Agreement will not affect any rights or obligations of the parties under any order accepted before the termination of the Agreement became effective.

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

12. AUDIT

Customer may inspect Avaya's records and work-papers directly related to this Agreement to determine the validity of billings for work performed. Such inspections shall be conducted upon reasonable notice and during normal business hours. Adequate records to support these billings shall be maintained. Documentation must be retained for review for at least two (2) years subsequent to final payment.

14. MISCELLANEOUS

The parties will observe all applicable laws and regulations, including export and re-export laws and regulations, when using the Products and work product of any Services. Upon submission and approval of any statutorily required novation or assignment requests, Avaya may assign the Agreement and any order under the Agreement to any of its affiliated entities or to any entity to which Avaya may sell, transfer, convey, assign or lease all or substantially all of the assets or properties used in connection with its performance under the Agreement. Any other assignment of the Agreement or any rights or obligations under the Agreement without the express written consent of the other party will be invalid. Avaya may subcontract any or all of its obligations under the Agreement, but will retain responsibility for the work. Neither party will be liable for any delay or failure in performance to the extent the delay or failure is caused by events beyond the party's reasonable control, including, fire, flood, Act of God, explosion, war or the engagement of hostilities, strike, embargo, labor dispute, government requirement, civil disturbances, civil or military authority, and inability to secure materials or transportation facilities. The Agreement constitutes the entire understanding of the parties with respect to the subject matter of the Agreement and will supersede all previous and contemporaneous communications, representations or understandings, either oral or written, between the parties relating to that subject matter and will not be contradicted or supplemented by any prior course of dealing between the parties. If any provision of the Agreement is determined to be unenforceable or invalid by court decision, the Agreement will not be rendered unenforceable or invalid as a whole, and the provision will be changed and interpreted so as to best accomplish the objectives of the original provision within the limits of applicable law. The failure of either party to assert any of its rights under the Agreement, including, but not limited to, the right to terminate the Agreement in the event of breach or default by the other party, will not be deemed to constitute a waiver by that party of its right to enforce each and every provision of the Agreement in accordance with their terms. All notices under the Agreement and any modifications or amendments to the Agreement must be in writing.

The parties have caused the Agreement to be executed by their duly authorized representatives with the intent to be legally bound, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged.

CUSTOMER LEGAL NAME: EL DORADO COUNTY _____

AVAYA INC.

By: _____

By: Scott Colasino

Name: _____

Name: Scott Colasino

Title: _____

Title: Client Executive

Date: _____

Date: 9-11-08

Customer Information: Street Address: 330 Fair Lane	
City, State, Zip Code: Placerville, CA 95667	
Billing Address (if different from above):	
Telephone Number: 530-621-5450	Fax Number:



**CUSTOMER AGREEMENT
ATTACHMENT 1
SUPPLY OF GENERALLY AVAILABLE PRODUCTS**

These terms for Supply of Generally Available Products are part of the Customer Agreement between Avaya and Customer, which incorporates them by reference (the "Agreement"). They apply if and to the extent Customer purchases or receives licenses for Products under the Agreement that are generally available on Avaya's price lists.

1. DELIVERY AND IN-SERVICE DATES

1.1 The "Delivery Date" means the date on which Avaya delivers: (i) Avaya-installed Products to Customer's premises; or (ii) other Products to a carrier for shipment. In the case of software features that can be enabled by Avaya remotely or delivered via electronic means, "Delivery Date" means the date the features are enabled or the software is downloaded to the target processor. The "In-Service Date" means the date on which Avaya notifies Customer that the Avaya-installed Products are installed in good working order in accordance with applicable documentation. "Installation Start Date" means the date on which Avaya's personnel arrive at Customer's premises to install Products.

1.2 Acceptance. For Customer-installed products, acceptance shall occur no later than thirty (30) days following the Delivery Date. For Avaya-installed products, acceptance shall occur no later than thirty (30) days following the In-Service Date. In the event that Customer has not provided Avaya with either (a) written acceptance, or (b) a rejection of the order with reasonably detailed explanation of the basis for such rejection, within thirty days following the In-Service Date, formal acceptance of Avaya-installed products will be deemed complete by default. Acceptance shall not be deemed a waiver of any warranties, or any other rights under this Contract.

2. PRODUCT CHANGES

Avaya may make changes to Products or modify the drawings and specifications relating to Products, or substitute Products of later design, provided that the changes do not adversely and materially impact Product form, fit or function.

3. ORDER CHANGES AND CANCELLATIONS

For purposes of this Section, "Configured Products" means made-to-order Products provided under this Attachment and "Non-configured Products" are all other Products provided under this Attachment. Customer may change or cancel orders as follows:

Configured Products:

- Changes within 72 hours of order placement – No Charge
- Changes after 72 hours of order placement or any cancellation prior to Delivery Date – 15% of Product and related installation fees

Non-Configured Products

- Change or cancellation prior to Delivery Date– No Charge
- Change or cancellation after Delivery Date, but prior to Installation Start Date AND Avaya is installing the Product – 15% of Product and related installation fees.

In the event of a permitted cancellation, all preliminary or advance Products that have been delivered to Customer will be returned promptly to Avaya in the original, unopened packaging and in the same condition as delivered. No other changes or cancellations are permitted.

4. SHIPPING; RISK OF LOSS; TITLE

Products will be shipped to the destination in the United States specified in the order. Shipping and handling costs will be reflected as a separate line item on the Avaya invoice. Risk of loss will pass to Customer when delivered to the Customer's premises. Title to all hardware will pass to Customer on the Acceptance date, provided Customer maintains all delivered hardware in a secure environment with controlled access. Title to software provided under the Agreement will remain solely with Avaya and its licensors.

5. INVOICING

Unless otherwise agreed, Avaya will invoice Customer for Products as follows: (i) non-Avaya-installed Products will be invoiced 100% on the Delivery Date; (ii) Avaya-installed Products will be invoiced 100% on the In-Service Date.

6. WARRANTY AND LIMITATION OF LIABILITY

6.1 Warranty. Avaya warrants to Customer that during the applicable warranty period, the Product will conform to and operate in accordance with the applicable documentation in all material respects.

6.2 Warranty Period. Unless a different period is specified in the applicable order, the warranty periods for Products are as follows: (i) hardware: 12 months, beginning on the In-Service Date for Avaya-installed hardware and on the Delivery Date for all other hardware; and/or (ii) software and software media: 90 days, beginning on the In-Service Date for Avaya-installed software and on the Delivery Date for all other software.

6.3 Remedies. If a Product is not in conformance with the warranty above and Avaya receives from Customer during the applicable warranty period a written notice describing in reasonable detail how the Product failed to be in conformance, Avaya at its option will: (i)

repair or replace the Product to achieve conformance and return the Product to Customer; or (ii) refund to Customer the applicable fees upon return of the non-conforming Product to Avaya. For software warranty claims, Customer must provide Avaya with information in sufficient detail to enable Avaya to reproduce and analyze the failure and must provide remote access to the affected Products. Replacement hardware may be new, factory reconditioned, refurbished, re-manufactured or functionally equivalent and will be furnished only on an exchange basis. Returned hardware that has been replaced by Avaya will become Avaya's property. Replacement Products are warranted as above for the remainder of the original applicable Product warranty period.

6.4 Warranty Procedures. Products subject to a warranty claim must be returned to Avaya in accordance with Avaya's instructions accompanied by evidence satisfactory to Avaya that the Products remain entitled to warranty protection.

6.5 Costs. If a Product is returned within the applicable warranty period subject to a valid warranty claim, Avaya will not charge for any repair, replacement, error identification or correction, or return shipment of the non-conforming Product. If Avaya determines that the Product was operating in conformance with its applicable warranty, Avaya may charge Customer for error identification or correction efforts, repair, replacement and shipment costs at Avaya's then current rates.

7. SOFTWARE LICENSE TERMS

The following license terms and restrictions will apply to software licensed pursuant to this Attachment in addition to those in the General Terms.

7.1 License Types. Avaya grants Customer a license within the scope of one of the license types described below. The license type abbreviations below may be referenced in the order and/or Product documentation. Where the order or documentation does not expressly identify a license type, the applicable license will be a Designated System License. Where the order does not expressly indicate a specific number of licenses or units of capacity, the applicable number of licenses and units of capacity for which the license is granted will be one. For purposes of this list of license types: (i) "Designated Processor" means a single stand-alone computing device; and (ii) "Server" means a Designated Processor that hosts a software application to be accessed by multiple users.

7.1.1 Designated System(s) License (DS). Customer may install and use each copy of the software only on a number of Designated Processors up to the number indicated in the order. Avaya may require the Designated Processor(s) to be identified in the order by type, serial number, feature key, location or other specific designation, or to be provided by Customer to Avaya through electronic means established by Avaya specifically for this purpose.

7.1.2 Concurrent User License (CU). Customer may install and use the software on multiple Designated Processors or one or more Servers, so long as only the licensed number of Units are accessing and using the software at any given time. A "Unit" means the unit on which Avaya, at its sole discretion, bases the pricing of its licenses and can be, without limitation, an agent, port or user, an e-mail or voice mail account in the name of a person or corporate function (e.g., webmaster or helpdesk), or a directory entry in the administrative database utilized by the Product that permits one user to interface with the software. Units may be linked to a specific, identified Server.

7.1.3 Database License (DL). Customer may install and use each copy of the software on one Server or on multiple Servers provided that each of the Servers on which the software is installed communicates with no more than a single instance of the same database.

7.1.4 CPU License (CP). Customer may install and use each copy of the software on a number of Servers up to the number indicated in the order provided that the performance capacity of the Server(s) does not exceed the performance capacity specified for the software. Customer may not re-install or operate the software on Server(s) with a larger performance capacity without Avaya's prior consent and payment of an upgrade fee.

7.1.5 Named User License (NU). Customer may: (i) install and use the software on a single Designated Processor or Server per authorized Named User (defined below); or (ii) install and use the software on a Server so long as only authorized Named Users access and use the software. A "Named User" means a user or device that has been expressly authorized by Avaya to access and use the software. At Avaya's sole discretion, a Named User may be, without limitation, designated by name, corporate function (e.g., webmaster or helpdesk), an e-mail or voice mail account in the name of a person or corporate function, or a directory entry in the administrative database utilized by the Product that permits one user to interface with the Product.

7.1.6 Shrinkwrap License (SR). With respect to software that contains elements provided by third party suppliers, Customer may install and use the software in accordance with the terms and conditions of the applicable license agreements, such as "shrinkwrap" or "click-through" licenses, accompanying or applicable to the software ("Shrinkwrap License").



**CUSTOMER AGREEMENT
ATTACHMENT 2
IMPLEMENTATION SERVICES TERMS**

These Implementation Services Terms are part of the Customer Agreement between Avaya and Customer, which incorporates these Services Terms by reference (the “**Agreement**”). These Implementation Services Terms apply if and to the extent Customer acquires Services.

1. SCOPE; ORDER OF PRECEDENCE; CHANGES

1.1 Services Provided. Avaya will provide the Services described in this paragraph (“**Implementation Services**”) as specified in an order and/or a Statement of Work executed by both parties (“**SOW**”). “**Installation**” or “**Installation Services**” are Implementation Services where Avaya performs Product installation and Product configuration. “**Milestone Services**” are Implementation Services where Avaya creates and delivers customized software, hardware, documentation, or other work product (“**Deliverables**”) or completes other defined objectives (“**Milestone Objectives**”) on a milestone basis. “**T&M Services**” are consulting and other Implementation Services provided on a time and materials basis in exchange for hourly or daily fees and expense reimbursements calculated on the basis of Avaya service records. Deliverables and work product of T&M Services do not include generally available hardware and software and are not Products. To the extent a SOW provides that Avaya will deliver Products, the terms for Supply of Generally Available Products will apply to those Products. Implementation Services do not include Maintenance Services or Managed Services.

1.2 Order of Precedence. In the event of conflict among the General Terms, these Implementation Services Terms, a SOW and any ancillary attachments to or documents referenced in a SOW, the order of precedence is: (i) Implementation Services Terms; (ii) General Terms; (iii) SOW; and (iv) ancillary documents.

1.3 Site Survey. Prior to performing Installation Services, Avaya may perform a site survey to identify site-specific Installation requirements. Upon completion of the site survey, Avaya will notify Customer of any additional fees relating to the Installation that may apply. If the additional fees exceed 5% of the Installation Services fees in the order or SOW, Customer may cancel the Installation Services without incurring cancellation charges if Avaya receives the cancellation in writing within five business days of Customer’s receipt of Avaya’s notice.

1.4 Changes. Changes in Implementation Services will be made in accordance with the change control procedure in the SOW. If there is no procedure: (i) Avaya will respond promptly to Customer’s change requests by identifying the impact of the proposed change on schedules and pricing; and (ii) changes will be valid only where agreed in writing by both parties.

2. ACCEPTANCE

2.1 T&M SERVICES. T&M SERVICES ARE DEEMED ACCEPTED UPON PERFORMANCE.

2.2 SOW without Acceptance Procedures. Where the SOW does not contain specific acceptance criteria and procedures (“**Acceptance Procedures**”), Implementation Services are deemed accepted upon the earlier of either: (i) Avaya providing notice of completion to Customer; or (ii) production use of Deliverables or installed Products.

2.3 SOW with Acceptance Procedures. Where the SOW contains Acceptance Procedures, the Deliverable or Milestone Objective is deemed accepted upon the earlier of either: (i) the end of the acceptance period defined in the Acceptance Procedures, unless Avaya has received from Customer a rejection notice indicating in reasonable detail the material failure of the Deliverable or Milestone Objective to conform to the criteria in the Acceptance Procedures (“**Rejection Notice**”); or (ii) production use (except to the extent production use is included in the Acceptance Procedures). If the Deliverable or Milestone

Objective fails to conform to the criteria in the Acceptance Procedures and Avaya has received a timely Rejection Notice, then Avaya will re-perform the respective Milestone Services and re-submit the Deliverable or Milestone Objective for acceptance as described above. If, after resubmission, Customer provides another Rejection Notice, then Customer’s remedies will be either to: (a) terminate the SOW, return all Deliverables and receive a refund of fees paid under the SOW; or (b) accept the Deliverable or Milestone Objective subject to the warranties and remedies described in Section 4. If requested by Avaya, Customer will sign and return an acceptance certificate or other document evidencing acceptance in accordance with this Section.

2.4 Transfer of Risk and Title. Title to hardware components of Deliverables will pass to Customer upon acceptance. Risk of loss will pass to Customer when the Deliverable arrives on Customer’s premises

3. INVOICING AND PAYMENT

Fees will be invoiced as follows: (i) Installation Services on completion of the installation, unless otherwise provided in the SOW; (ii) Milestone Services according to the schedule in the SOW; and (iii) T&M Services monthly in arrears, unless otherwise provided in the SOW.

4. WARRANTY AND LIMITATION OF LIABILITY

4.1 Warranty Period. Unless a different period is specified on the order or SOW, the warranty period for Implementation Services and Deliverables will be 30 days beginning on the acceptance or deemed acceptance date of the Deliverables or the performance of the Service (the “**Warranty Period**”).

4.2 Warranty. Avaya warrants to Customer that Services will be carried out in a professional and workmanlike manner by qualified Personnel. Avaya warrants that, during the Deliverables Warranty Period, Deliverables will conform in all material respects to the specifications contained in the SOW. However, Avaya does not warrant that software contained in the Deliverables will perform uninterrupted or error-free.

4.3 Remedies. For T&M Services, if Avaya receives written notice from Customer to cure a non-conformance with the above warranty describing the non-conformance in reasonable detail within 30 days of its performance, and Avaya fails to cure the non-conformance within 30 days of receiving Customer’s notice, Customer may cancel the affected T&M Services, subject to payment of fees for T&M Services already performed. If, during the Deliverable Warranty Period, Avaya receives from Customer a written notice describing in reasonable detail how the Deliverables failed to be in conformance with the above warranty, Avaya will, at its option, repair or replace the non-conforming Deliverables, or refund to Customer the applicable fees upon return of the non-conforming Deliverables.

5. TERM AND TERMINATION

5.1 Term. The term of a SOW will begin on the date specified in the SOW and will continue until the work is completed or the SOW is terminated earlier in accordance with this Section.

5.2 Termination. Unless otherwise provided in the SOW, either party may terminate T&M or Installation Services upon 30 days prior written notice, and Customer will pay for Services performed to the date of termination. Unless otherwise provided in the SOW, Customer may terminate Milestone Services at any time upon written notice subject to payment of: (i) Avaya’s standard time and materials rates for work performed to the date of termination; and (ii) all non-refundable or non-terminable out-of-pocket expenses Avaya incurred.

5. SOFTWARE LICENSE

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

6. WARRANTY AND LIMITATION OF LIABILITY

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

6.2 Remedy. If Services are not in conformance with the above warranty and Avaya receives Customer's detailed request to cure a non-conformance within 30 days of its occurrence, Avaya will re-perform those Services. This remedy will be Customer's sole and exclusive remedy and will be in lieu of any other rights or remedies Customer may have against Avaya with respect to the non-conformance of Services.

6.3 Disclaimer. Services provided to enhance network security are not a guaranty against malicious code, deleterious routines, and other techniques and tools employed by computer "hackers" and other third parties to create security exposures. Neither Avaya nor its suppliers make any warranty, express or implied, that all security threats and vulnerabilities will be detected or that the Services will render an end user's network or particular network elements safe from intrusions and other security breaches.

7. TERM AND TERMINATION

7.1 Term. Unless a different term is defined in the order, Avaya will provide Services for an initial term of one year. Unless otherwise specified in the SAS, Customer may terminate Services in whole or in part upon 30 days written notice subject to the following cancellation fees: (i) no charge if terminated within 30 days after commencement of an automatic renewal term; (ii) for maintenance Services only, a fee equal to six months of maintenance fees if terminated during the applicable warranty period for the Supported Product where Services have not commenced; and/or (iii) for maintenance Services only, a fee equal to 9 months, or the remaining term, of fees for Services terminated at any other time.

7.2 Re-Delivery of Avaya Equipment. Within 30 days after the termination of the SOW, Customer will: (i) deliver at no cost to Avaya all Avaya Equipment located at a Supported Site subject to the termination to a location in the United States designated by Avaya, in the same condition as when originally delivered to the Supported Site, reasonable wear and tear excepted; and (ii) cease all use and return to Avaya all copies of software (including backup copies) provided as part of the Services.



Channel Service Agreement Order Form

Customer Name: El Dorado County			Contract Number: 229-S0911	Page 1	total pages 10
Sold To number: MULTIPLE (see attachments 1-9)					
Equipment Location Address:			Customer Contact: Tom Straling	Installation Date: N/A	
City	State	Zip	Customer Contact Telephone Number: 530-621-5415	Service Commencement Date: 10/1/2008	
			<small>Services start date*: For new maintenance services orders, Avaya will determine the services start date upon Avaya's acceptance of the order. For maintenance renewal or recast orders, the services start date will be the first billing cycle date following Avaya's acceptance of the order.</small>		

This Order Form is subject to the terms and conditions of the attached General Conditions of Maintenance and Managed Services. However, if there is a Master Purchase/Service Agreement or Customer Agreement that includes Maintenance Services Terms (Attachment D) already in effect between the parties, this Order Form shall be subject to the terms and conditions of such agreement.

The Maintenance service unit price associated with Call Center Administered Agents and Administered Voice Mail Boxes will remain fixed based on the number of units located at the site at commencement of Maintenance services for that site. Such per unit charge will remain unchanged for the contracted term of maintenance support, independent of quantity changes recorded during true-ups.

*The Maintenance Services ordered hereunder and the associated billing may commence, in some cases, during the Avaya Product warranty period.

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

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

Sold To	Address	City	Term in months	8x5 Parts + Remote	Monthly or Annual	Total Price
3146914	330 FAIR LN	Placerville	48	8x5 Parts + Remote	M	\$3,163.20
3146935	455 SILVA VALLEY PRKWY	El Dorado Hills	48	8x5 Parts + Remote	M	\$360.88
3146968	1359 JOHNSON BLVD	S. Lake Tahoe	48	8x5 Parts + Remote	M	\$847.34
3147000	3368 LAKE TAHOE BLVD	S. Lake Tahoe	48	8x5 Parts + Remote	M	\$221.52
3146925	2441 HEADINGTON RD	Placerville	48	8x5 Parts + Remote	M	\$222.44
3146958	931 SPRING	Placerville	48	8x5 Parts + Remote	M	\$560.56
3146980	971 SILVER DOLLAR AVE	S. Lake Tahoe	48	8x5 Parts + Remote	M	\$463.84
3147012	3057 BRIW RD	Placerville	48	8x5 Parts + Remote	M	\$745.68
3146946	495 MAIN ST	Placerville	48	8x5 Parts + Remote	M	\$460.72
Total						\$7,046.18

Customer signature below indicates customer has read and agrees to the terms and conditions of the attached Channel Service Agreement or the Master Purchase/Service Agreement in place between the parties, if applicable.

Customer El Dorado County By: (Authorized Signature)	Avaya Inc. Sold-To:
Accepted By:	
Typed Name _____ On: (Date) _____	Typed Name _____ On: (Date) _____
Address 360 Fair Lane	Address
City _____ State _____ Zip _____ Placerville CA 95667	City _____ State _____ Zip _____

<small>FOR INTERNAL USE ONLY:</small>	
Business Partner Co. Name:	Customer Sold-to Number: Multiple
Business Partner HQ Address: 1865 Broadway 12 Floor NY, NY 10023	Business Partner Sales Associate: Liz Guezzale
Avaya Siebel Parent ID:	Phone Number: 858 551 0616
Main Telephone #:	email: lguezzale@servicesonly.com



Mr. Tom Straling
County of El Dorado
360 Fair Lane
Placerville, CA 95667

July 1st, 2008

As we have discussed, Avaya is presenting a special Services pricing offer to assist in the maintenance renewal for The County of El Dorado.

Avaya Special Bids has approved a "one time" Special Bid discount, to provide the County of El Dorado 8x5 Remote + Parts Support for \$1.56 per equipped port. This offer of \$1.56 per port is valid only through 10/15/2008.

After 10/15/2008 the 8x5 Remote + Parts per port price will be \$2.02 per equipped port.

I hope you find this information helpful and to your satisfaction. Please review, and let me know if you have any questions. This offer will be good until 10/15/2008.

Sincerely,

A handwritten signature in black ink that reads "Greg McGrade".

Greg McGrade