

AVAYA

SERVICE AGREEMENT

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Contract Control Number A040-21298616	Sales Quotation/Order Number 21298616	Contract Date 07/02/2002
Customer Customer ID: 2681919 CITY OF RIALTO 150 S PALM AV RIALTO CA 92376 Brad Baxter 5094217229	Avaya Inc. 14400 Nertz Quail Springs Pky Oklahoma City OK 73134	Avaya Contact Yvonne C YCFRACE +1 405 302 9000(22035)

Service Description	Service Code	Quantity	Post Warranty Service Length (Months)	Post Warranty Service Options (See Legend)	Service Charges
MODEM CSU DSU MAINT Includes Coverage for: SRV DT UN-7400D-L1-264 SPORTSTER MDM 28.8 PCMCIA	199624	1	12	A1	[Q] 112.89
	107669954	1			
	407635929	8			
DEF SFTV MAINT Includes Coverage for: ALTERNATE ROUTE SELECT UPG-RTU	199648	1	48	A1	[Q]
	106940364	1			
TT APPL SW MAINT Includes Coverage for: DNT AUD RTU APPL FROM AUD R1V6 DNT AUD RTU CREDIT HRS 5HR	199680	1	48	A1	[Q] 276.96
	100627	1			
	100638	3			
Customer Contract Return Date	07/19/2002	Total This Page			389.85
		Subtotals from Attached Additional Page(s)			3,135.00
		Estimated Taxes			0.00
Service Commencement Date		Pre-Payment Alternative			
Customer Elects to Pay	[Q] Quarterly	Grand Total			\$3,524.85

Warranty, Enhanced Warranty and Post Warranty for Voice and Data Products (Available options dependent upon offer)			Post Warranty Service Billing Options
A1.....Full Coverage 8x5	A6.....Full Cvg + Sfw Upgrades 8x5	B1.....Control Unit/Switch and Seta	[M] Monthly
A2.....Full Coverage 24x7	A7.....Full Cvg + Sfw Upgrades 24x7	B2.....Control Unit Only	[Q] Quarterly
A3.....Mail-In/Return to Factory/Maint. Exp.	A8.....Remote Only Support 8x5	C1.....Cust Maint	[A] Annual Prepaid
A4.....8-12 Midnight Mon-Sat	A9.....Remote Only Support 24x7	C2.....2-Hr Resp in MSA	[O] One-Time Prepaid
A5.....5x12 Business Day	A10.....Parts Plus Remote Support 8x5	C3.....1-Hr Resp out of MSA	

Per the terms of Avaya's Service Agreement, post-warranty service for Added Products will be continuous with post-warranty service for existing Products at the same location. The number of months shown above is the total length of your post-warranty service contract period. The number of months actually bill for Added Products will be based on the number of months remaining in your post-warranty service contract period at the time post-warranty service for the Added Products commences.

Remarks:

SEE ADDITIONAL PAGE(S)

Customer Approval and Location Information CITY OF RIALTO 150 S PALM AV RIALTO CA 92376		Avaya Inc. Accepted by:	
Authorized Customer Signature	Date	Authorized Avaya Inc. Signature	Date
Printed or Typed Name	Title	Printed or Typed Name	Title
		KIM WELT	AREA CONTRACT MGR

YOUR SIGNATURE ACKNOWLEDGES THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS ATTACHED TO THIS AGREEMENT. THESE TERMS AND CONDITIONS APPLY TO THIS ORDER AND ANY SUBSEQUENT ORDERS ACCEPTED BY AVAYA. YOUR SIGNATURE ALSO PROVIDES INFORMATION FROM ANY CREDIT REPORTING AGENCY OR SOURCE.

Revised Req.

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SERVICE AGREEMENT

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Contract Control Number: A040-21298616	Sales Quotation/Order Number: 21298616	Contract Date: 07/02/2002
Customer: Customer ID: 2681519 CITY OF RIALTO 150 S PALM AV— RIALTO CA 92376 Brad Baxter 9094217229	Avaya Inc. 14400 Kertz Quail Springs Pky Oklahoma City OK 73134	Avaya Contact: Yvonne C YCFRACE +1 405 302 9000(22035)

Service Description	Service Code	Quantity	Post Warranty Service Length (Months)	Post Warranty Service Options (See Legend)	Service Charges
INT AUD RTU PT CREDIT 2PT	100639	4			
INT AUD RTU ADDL SPCH STRO 30-	107083727	1			
ENTERPRISE VOICE SYSTEMS MAINT	199700	1	48	A1,B2	[Q] 2,683.
Includes Coverage for:					
DIGITAL LINE CIRCUIT CARD TN75	102909	16			
CP ANALOG LINE 16PT TN746B	102919	1			
CP DS1/DM1 TRNK UPG TN767E SX	102930	1			
DEF TERM ENTPRS MGMT 715BCS WH	103002	2			
DEF DUPLICATIONS G1-G3IV1 186	109470	1			
DEF PORT CARR SML/MEDIUM	112035	1			
G1-IV1/SMC RSC UPG	154014	1			
CP PROC INTF TN765	103557187	2			
CP TN762B HYBRID LN 8PT	103976171	11			
CP CNTRL OPC TRNK INTF TN747B	105167266	5			
CP AUX TRUNK INTF TN763D	106405616	2			
CP TONE DETECTOR TN748D	106502552	2			
CP DGTL NTWK TN2181 16PT	106706948	1			
CP TN750C ANCMT BOARD	107085922	1			
UPGRADE SIZE SENSITIVE 201-100	107620593	3			
G1-G3IV1.1/G3SIVS+M STND	107772170	1			
CP DID INTF TRNK TN753B 8PT	107985616	4			
CP TN2224B DGTL LN 24PT	108276148	1			
DEF CP HYBRID LN INTF 8PT TN76	107760033R	2			
PAGING MAINTENANCE	199709	1	12	A1	[Q] 12.
Includes Coverage for:					
MAGIC OH DGTL SYS PRE RECORDED	101683	1			
Total This Page					3,129

Warranty, Enhanced Warranty and Post Warranty for Voice and Data Products (Available options depends upon offer)			Post Warranty Service Billing Options
A1.....Full Coverage 8x5	A6.....Full Cvg + Sfw Upgrades 8x5	B1.....Control Unit/Switch and Secs	[M] Monthly
A2.....Full Coverage 24x7	A7.....Full Cvg + Sfw Upgrades 24x7	B2.....Control Unit Only	[Q] Quarterly
A3.....Mail-In/Return to Factory/Maint. Exp.	A8.....Remote Only Support 8x5	C1.....Cust Maint	[A] Annual Prepaid
A4.....8-12 Midnight Mon-Sat	A9.....Remote Only Support 24x7	C2.....2-Hr Resp In MSA	[O] One-Time Pre
A5.....5x12 Business Day	A10.....Parts Plus Remote Support 8x5	C3.....2-Hr Resp out of MSA	

Per the terms of Avaya's Service Agreement, post-warranty service for Added Products will be contemporaneous with post-warranty service for existing Products at the same location. The number of months shown above is the total length of your post-warranty service contract period. The number of months actually billed for Added Products will be based on the number of months remaining in your post-warranty service contract period at the time post-warranty service for Added Products commences.

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SERVICE AGREEMENT

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Contract Control Number R040-21298616	Sales Quotation/Order Number 21298616	Contract Date 07/02/2002
Customer Customer ID: 2681919 CITY OF RIALTO 150 S PALM AV RIALTO CA 92376 Brad Baxter 9094217229	Avaya Inc. 14400 Hertz Quail Springs Pky Oklahoma City OK 73134	Avaya Contact Yvonne C YCFRACE +1 405 302 9000(22035)

Service Description	Service Code	Quantity	Post Warranty Service Length (Months)	Post Warranty Service Option (See Legend)	Service Charge
INT AUD MAINT Includes Coverage for: INT AUD IVC6 BOARD INT AUD INTG BOARD ICON/SFTW INT AUD MIG MAPSF PKG 1	199710 103268 103269 106690	1 1 1 1	48	A1	[Q] 433..
UPS PWR SYS MAINTENANCE Includes Coverage for: PWR SUPP KIT 1151A1-48V PWR SUPPLY WP90110L7 STANDALON	199750 101275 405509852	1 1 1	12	A1	[Q] 2
Total This Page					

Warranty, Enhanced Warranty and Post Warranty for Voice and Data Products (Available options dependent upon offer)			Post Warranty Service Billing Options
A1.....Full Coverage 8x5	A6.....Full Cvg + Sfrw Upgrades 8x5	B1.....Control Unit/Switch and Sets	[M] Monthly
A2.....Full Coverage 24x7	A7.....Full Cvg + Sfrw Upgrades 24x7	B2.....Control Unit Only	[Q] Quarterly
A3.....Mail-In/Return to Factory/Maint. Exp.	A8.....Remote Only Support 8x5	C1.....Next Major	[A] Annual Prepaid
A4.....8-12 Midnight Mon-Sat	A9.....Remote Only Support 24x7	C2.....2-Hr Resp in MSA	[O] One-Time Prepaid
A5.....24x7 Business Day	A10.....Parts Plus Remote Support 8x5	C3.....2-Hr Resp out of MSA	

Per the terms of Avaya's Service Agreement, post-warranty service for Added Products will be contemporaneous with post-warranty service for existing Products at the same location. The number of months shown above is the total length of your post-warranty service contract period. The number of months actually for Added Products will be based on the number of months remaining in your post-warranty service contract period at the time post-warranty service for Added Products commences.

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SERVICE AGREEMENT

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Contract Control Number: A010-21298616	Sales Quotation/Order Number: 21298616	Contract Date: 07/02/2002
Customer: Customer ID: 2681919 CITY OF RIALTO 150 S. PALM AV. RIALTO CA 92376 Brad Baxter 9096217229	Avaya Inc. 14400 Hertz Quail Springs Pky. Oklahoma City OK 73134	Avaya Contact: Yvonne C YCFRACE +1 405 302 9000 (22035)

Remarks

PORT COUNT 392

"SEE ATTACHMENT A"

"THESE PRICES ARE IN EFFECT UNTIL 07/19/2002. AVAYA MUST RECEIVE YOUR SIGNED CONTRACT ON OR BEFORE THIS DATE."

"SERVICE COMMENCEMENT DATE WILL BE DETERMINED UPON CONTRACT RETURN."

"AVAYA CALIFORNIA CONTRACTORS LICENSE #789910."

Warranty, Enhanced Warranty and Post Warranty for Voice and Data Products (Available options dependent upon offer)			Post Warranty Service Billing Options
A1.....Full Coverage 8x5	A6.....Full Cvg + Sftw Upgrades 8x5	B1.....Control Unit/Switch and Sets	[M] Monthly
A2.....Full Coverage 24x7	A7.....Full Cvg + Sftw Upgrades 24x7	B2.....Control Unit Only	[Q] Quarterly
A3.....Mail-In/Return to Factory/Maint. Exp.	A8.....Remote Only Support 8x5	C1.....Cust Maint	[A] Annual Prep
A4.....8-12 Midnight Mon-Sat	A9.....Remote Only Support 24x7	C2.....2-Hr Resp in MSA	[O] One-Time Pre
A5.....5x12 Business Day	A10.....Parts Plus Remote Support 8x5	C3.....2-Hr Resp out of MSA	

For the terms of Avaya's Service Agreement, post-warranty service for Added Products will be continuous with post-warranty service for existing Products at the same location. The number of months shown above is the total length of your post-warranty service contract period. The number of months actually billed for Added Products will be based on the number of months remaining in your post-warranty service contract period at the time post-warranty service for the Added Products commences.

ATTACHMENT A to the AVAYA
SERVICE AGREEMENT
AVA-1338SAP (10/00)

Avaya Inc. ("Avaya") and you, the Customer, agree that the following terms and conditions will govern your order for post-warranty service ("Service") under the standard Service Agreement. This Agreement and the Service Agreement (which may be more than one page) and these terms and conditions (which may be more than one page) constitute the entire agreement between you and Avaya Inc. ("Agreement").

1. CONTRACT PERIOD - This Agreement shall be effective from the date of Avaya's written acceptance and shall be terminated as set forth in Section 6 of this Agreement. Post-warranty service will commence on the expiration of the applicable Avaya warranty period and will be provided for an initial term as specified on the standard Service Agreement. Post-warranty service shall be automatically renewed for successive one (1) year terms at the charges and under the terms and conditions applicable to Avaya's standard one (1) year service agreement at the time of renewal, unless either party gives the other written notice of its intent not to renew at least thirty (30) days prior to the expiration of any initial or renewal term. Avaya can also notify you thirty (30) days in advance of the time of renewal if it Service for specific products covered under the Agreement will not be renewed.

2. COVERAGE - A Service includes preventive maintenance as detailed appropriate by Avaya and remedial maintenance, including replacement parts required for products used under normal operating conditions.

3. REPLACEMENT PARTS AND PRODUCTS MAY BE NEW, REMANUFACTURED OR REBUILT - Any replacement parts or products will become the property of Avaya. C. Service coverage will be in accordance with the offer(s) you have indicated as being on the standard Service Agreement. Avaya's standard post-warranty coverage will apply if none is specified. Avaya's post-warranty service coverage options including Avaya's Year 2000 Compliance Commitment, and your responsibilities, are described in the SOEP, which is incorporated by reference into this Agreement.

D. Service coverage includes post-warranty service, during Avaya's post-warranty service period, Avaya is responsible for diagnosis (including tests or correction of data recorded) in your system products (e.g., DEFINITIVE RCU and its related software systems) but not any data or other products) from power surges as long as you have indicated in the Product Electrical Protection which complies with the National Electrical Code, any applicable local standards, and any Avaya-specified standards. A power or active Avaya post-warranty service agreement is a prerequisite for this power surge coverage.

E. If you subsequently purchase products (Added Products) from Avaya or a third party and connect these products with the existing system, these Added Products will be automatically covered under this Agreement. For Added Products purchased from Avaya or an authorized Avaya reseller, post-warranty service coverage will be effective upon Avaya's warranty expiration. Added Products purchased from a party other than Avaya, or an Avaya authorized reseller, are subject to verification from a third party, post-warranty service coverage will be effective immediately after Avaya verifies the Added Products. Charges for the Added Products will be at the then current rates and coverage will be consistent with the coverage for the existing products.

F. Avaya may, at its discretion, electrically monitor your system for the sole purpose of collecting and recording the configuration of and the number and type of products in your system. Such monitoring will serve two (2) principal purposes: (1) the information will permit more accurate diagnosis and corrective action; (2) the information will be used once a year, before the renewal date of any Service Agreement, or the agreed anniversary date of a maintenance Agreement, to determine applicable charges. Products identified in the agreed data collection will be treated as Added Products under Section 2E. You will cooperate with Avaya in such data collection, including making records necessary to Avaya for the purpose.

3. POST-WARRANTY SERVICE EXCLUSIONS - A. AVAYA, ITS SUBSIDIARIES AND THEIR AFFILIATES, SUBCONTRACTORS AND SUPPLIERS, MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

B. Service does not cover repair of damages or malfunctions caused by: (1) use of non-Avaya electrical equipment, software, or facilities with the Product(s); (2) your failure to follow Avaya's installation, operation or maintenance instructions, including your failure to permit Avaya timely access to your Product(s); (3) failure or malfunction of equipment, software, or facilities not covered by Avaya; (4) actions of non-Avaya personnel; or (5) force majeure conditions as stated in Section 6. In addition, Avaya is not obligated to provide post-warranty service if you modify the Product(s). If you request, Avaya may perform repair or other services not covered by this Agreement to your Avaya Product(s) at Avaya's discretion and for such service.

C. You agree to notify Avaya prior to moving a Product. Additional charges may apply if Avaya incurs additional costs in providing post-warranty service as a result of a move of a Product.

D. If the Product supports Telephony over Transmission Control Protocol/Internet Protocol (TOSIP) facilities, you may experience certain compromises in performance, reliability and security, even when the Product performs according to its specifications. These compromises may become more acute if you fail to follow Avaya's recommendations for configuration, operation and use of the Product. YOU ACKNOWLEDGE THAT YOU ARE AWARE OF THESE RISKS AND THAT YOU HAVE DETERMINED THEY ARE ACCEPTABLE FOR YOUR APPLICATION OF THE PRODUCT. YOU ALSO ACKNOWLEDGE THAT, UNLESS EXPRESSLY PROVIDED IN ANOTHER AGREEMENT, YOU ARE SOLELY RESPONSIBLE FOR (1) ENSURING THAT YOUR NETWORKS AND SYSTEMS ARE ADEQUATELY SECURED AGAINST UNAUTHORIZED INTRUSION AND (2) BACKING UP YOUR DATA AND FILES.

4. PRICE AND PAYMENT - A. You agree to pay the monthly service charges for the term and the applicable charges for any renewal term. Where applicable, you may prepay the entire term of the Agreement at the discounted price set forth on the back of this Agreement. Payment of service to you will be thirty (30) days from the invoice date. On payment of any undisputed balance you are subject to a late payment charge of the then of your invoice. Late payment charges shall be assessed on the basis of the amount of the invoice not paid by the due date. Late payment charges shall not apply. You agree to reimburse Avaya for reasonable attorney's fees and any other costs associated with collecting payment.

B. You will pay the total invoice upon the date, in order of receipt, installation, lease or use of Product(s) or Service, or when you provide Avaya with a satisfactory certificate. Except as stated on Avaya's invoice.

5. EXCLUSIVE REMEDIES AND LIMITATIONS OF LIABILITY - A. THE ENTIRE LIABILITY OF AVAYA AND ITS SUBSIDIARIES, AFFILIATES AND SUBCONTRACTORS (AND THE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUBCONTRACTORS AND SUPPLIERS OF ALL OF THEM) AND YOUR EXCLUSIVE REMEDIES FOR ANY DAMAGES CAUSED BY ANY PRECISELY IDENTIFIED OR ALLEGED CAUSE ARISING FROM THE PERFORMANCE OR NONPERFORMANCE OF ANY WORK OR SERVICE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL BE (1) FOR AVAYA'S FAILURE TO PERFORM ANY MATERIAL TERM OF THIS AGREEMENT OR

AVAYA'S POST-WARRANTY SERVICE OBLIGATIONS, YOUR SOLE REMEDY SHALL BE TO CANCEL THIS AGREEMENT WITHOUT INCURRING CANCELLATION CHARGES IF AVAYA FAILS TO CORRECT SUCH FAILURE WITHIN THIRTY (30) DAYS OF RECEIPT OF YOUR WRITTEN NOTICE, (2) FOR DAMAGES TO REAL OR TANGIBLE PERSONAL PROPERTY OR FOR RECEIVABLE INJURY OR DEATH TO ANY PERSON FOR WHICH AVAYA'S SOLE NEGLIGENCE WAS THE PROXIMATE CAUSE, YOUR RIGHT TO PROCEED DAMAGES TO PROPERTY OR PERSON, AND (3) FOR CLAIMS OVER AND ABOVE THE AMOUNT NOT TO EXCEED THE PURCHASE PRICE OF THE SERVICE COVERING THE LIABILITY OR \$100,000, WHICHEVER IS LESS.

B. EXCEPT TO THE EXTENT PROVIDED IN SUBSECTION 5A(3), AVAYA SHALL NOT BE LIABLE FOR THE FOLLOWING TYPES OF DAMAGES: (1) DOWNTIME OR INCIDENTAL DAMAGES; (2) SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO; LOST PROFITS, SAVINGS OR REVENUES OF ANY KIND, LOST, CORRUPTED, MISDIRECTED OR MISAPPROPRIATED DATA OR MESSAGES; AND CHARGES FOR COLLISION, CARRIER, TELECOMMUNICATIONS SERVICES OR FACILITIES ACCESSED THROUGH OR CONNECTED TO PRODUCTS TO WHICH THE AGREEMENT IS SUBJECT. AVAYA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS PARAGRAPH SHALL SURVIVE THE FAILURE OF ANY EXCLUSIVE REMEDY.

6. CANCELLATION/TERMINATION - A. Prior to the commencement of post-warranty service, you may cancel coverage and receive a full refund of any prepaid amount. After commencement of any initial or renewal term of post-warranty service, you may terminate Service coverage upon thirty (30) days written notice. If you provide notice of your intent to terminate the Service coverage, you will only be responsible for the charges for the period of coverage up until the effective date of termination. After the first thirty (30) days of coverage, you may provide notice to terminate the Agreement subject to a termination charge equal to the monthly charge for the last (12) months or the period remaining, whichever is less. For prepaid agreements, Avaya will refund or credit the prepaid price of the remaining term less the applicable termination charge.

B. If you fail to perform any material term or condition of this Agreement (e.g., fail to pay any charge when due) and such failure continues for thirty (30) days after receipt of written notice, you shall be in default and Avaya may terminate this Agreement and exercise any available rights. Upon termination by Avaya, you shall be liable for cancellation and termination charges and any other applicable charges.

7. DISPUTES - A. Any controversy or claim, whether based on contract, tort, strict liability, fraud, misrepresentation, or any other legal theory, related directly or indirectly to this Agreement (the "Dispute") shall be resolved solely in accordance with the terms of this Section 7. If a Dispute arises, the parties will endeavor to resolve the Dispute through good faith negotiation within thirty (30) days of the date of the Dispute. If the Dispute cannot be settled through good faith negotiation, Avaya and you will submit the Dispute to non-binding mediation conducted by the American Arbitration Association ("AAA") or any other mutually acceptable alternate dispute resolution organization. Each party shall bear its own expenses but shall contribute to the compensation of the mediator shall be borne equally. The parties, their representatives, other participants and the mediator (and arbitrator, if any) shall hold the mediation, choice and result of mediation in confidence. If the Dispute is not resolved through mediation, choice may be brought in a state or federal court of competent jurisdiction or resolved through binding arbitration.

C. Any Dispute you have against Avaya with respect to this Agreement shall be brought in accordance with this Section 7 within two (2) years after the cause of action arises.

8. FORCE MAJEURE - Avaya shall have no liability for failure to perform or damages due to fire, explosion, power failure, pest damage, lightning or power surge, flood, as provided in Section 2C, strike or labor disputes, war, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure necessary materials, transportation facilities, fuel or energy shortages, performance or availability of communication services or network facilities, unauthorized use of the Product, or other causes beyond Avaya's control whether or not related to the foregoing.

9. ASSIGNMENT - No party may assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld. However, Avaya may assign this Agreement to a present or future affiliate, subsidiary, successor or distributor or may assign its right to receive payment without your consent.

10. SUBCONTRACTING - A. Avaya may subcontract work to be performed under this Agreement, but shall retain responsibility for the work.

11. GENERAL - A. Any amendment, modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties.

B. If either party fails to enforce any right or remedy available under this Agreement, that failure shall not be construed as a waiver of any right or remedy with respect to any other breach or failure by the other party.

C. This Agreement shall be governed by the local laws (as opposed to the conflict of law provisions) of the State of New Jersey.

D. THIS AGREEMENT AND THE SOEP IS THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER AND SUPERSEDES ALL PRIOR AGREEMENTS, PROPOSALS, COMMUNICATIONS BETWEEN THE PARTIES AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL.

YOUR SIGNATURE BELOW ACKNOWLEDGES THAT YOU HAVE RECEIVED AND READ THE ABOVE TERMS AND CONDITIONS.

CUSTOMER
By



[Signature of Customer]

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