

ATTACHMENT 1



AVAYA WHOLESALE SERVICE AGREEMENT

Equipment Location Address:				Page 1 of 10	
Customer Name:	City of Costa Mesa	Contract Start Date:		Install Date:	
Street Address:	Multisite – See Below	Customer Contact:	Stephanie Urueta	Created Date:	3/29/2016
City, State, Zip:		Telephone No:	(714) 754-5305	Created By:	Matthew DiCristofaro
Active MSSA on file?	No	Email:	Stephanie.urueta@costamesaca.gov	AE:	Jill DelCid
SLX Opportunity #:	217217				

Customer requests services for the following products and locations as described in EXHIBIT A. Provided there is no **Master Sales Agreement (“MSA”)** in effect between the parties, this service agreement shall be subject to the terms and conditions on this agreement. If there is a MSA in effect between the parties, this service agreement shall be subject to the terms and conditions of that MSA.

EXHIBIT A – 24x7 Avaya Full Coverage Wholesale Support – Avaya to provide all services

Pricing below expires 4/30/2016



AVAYA WHOLESALE SERVICE AGREEMENT

1663174 – 1975 Balearic Drive, Costa Mesa, CA 92626

Material Codes	Qty	Product Descriptions	Term months	Coverage		Payment Type: Prepaid Annual	Total
700476393	1	G430 MEDIA GATEWAY NON-GSA	36	84	Full Coverage 7X24	A	
700463532	1	S8300D SERVER - NON GSA	36	84	Full Coverage 7X24	A	
230164	1	SA ON-SITE 24X7 CM SM GTWY 3YAN	36	SA	Suppt Adv	A	
230044	1	SA ON-SITE 24X7 CM SM SRV 3YAN	36	SA	Suppt Adv	A	
					Total		\$ 1,206.45

3055894 – 79 Fair Drive, Costa Mesa, CA 92626

Material Codes	Qty	Product Descriptions	Term months	Coverage		Payment Type: Prepaid Annual	Total
224271	1	IPS12 CP TN2312BP - NON GSA	36	84	Full Coverage 7X24	A	
224272	4	C-LAN INTF CP TN799DP - NON GSA	36	84	Full Coverage 7X24	A	
224274	1	IP320 MEDIA RESOURC TN2602AP NON GSA	36	84	Full Coverage 7X24	A	
263764	1	DL360G7 SERVER CM S/D/MBT/SBC	36	84	Full Coverage 7X24	A	
700394950	4	G650 MEDIA GATEWAY RHS	36	84	Full Coverage 7X24	A	
263764	1	DL360G7 SERVER CM S/D/MBT/SBC	36	84	Full Coverage 7X24	A	
102909	1	DIGITAL LINE CIRCUIT CARD TN754C	36	84	Full Coverage 7X24	A	
102919	24	CP ANALOG LINE 16PT TN746B	36	84	Full Coverage 7X24	A	
102982	2	EMERGENCY TRANSFER PANEL FOR 75 G1 G2 G3	36	84	Full Coverage 7X24	A	
151420	1	CP INTF DS1 TN464GP	36	84	Full Coverage 7X24	A	
105167266	4	CP TN747B CNTRL OFC TRNK INTF	36	84	Full Coverage 7X24	A	
106405616	2	CP TN763D AUX TRUNK INTF	36	84	Full Coverage 7X24	A	
107214702	6	CP DS1 INTF TN464F	36	84	Full Coverage 7X24	A	
107784001	1	CP CALL CLASS TN744D	36	84	Full Coverage 7X24	A	
107985616	4	CP TN753B DID INTF TRNK 8PT	36	84	Full Coverage 7X24	A	
108276148	10	CP TN2224B DGTL LN 24PT	36	84	Full Coverage 7X24	A	
601817422	6	FLASH CARD 4MB	36	84	Full Coverage 7X24	A	
700059645	1	CP TN744E CALL CLASS DET	36	84	Full Coverage 7X24	A	
264181	1	R610 SRVR AA MSG STD STRG	36	84	Full Coverage 7X24	A	
405891698	1	PAGING UPAM KIT	36	84	Full Coverage 7X24	A	
238923	2195	SA PREF AURATM R6 SE 101-1000 N1 3YAN	36	SA	Suppt Adv	A	
240088	62	SA PREF AURA R6 SE SURV REM 3YAN	36	SA	Suppt Adv	A	
238504	550	SA PREF AURA MSG 6 MAINSTREAM 3YAN	36	SA	Suppt Adv	A	
238510	550	UA AVAYA AURATM MSG R6 MAINSTREAM 3YAN	36	SA	Suppt Adv	A	
253607	1	SA PREF SAL R1.5 STDALN GTWY DWNLD TRK	36	SA	Suppt Adv	A	



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253609	1	SA PREF SAL R1.5 POLICY SRVR DWNLD TRK	36	SA	Suppt Adv	A	
230224	4	SA ON-SITE 24X7 CM LG GTWY 3YAN	36	SA	Suppt Adv	A	
230074	1	SA ON-SITE 24X7 CM MED SRV 3YAN	36	SA	Suppt Adv	A	
256171	1	SA ON-SITE 24X7 MSG SRV R2D 3YAN	36	SA	Suppt Adv	A	
					Subtotal		\$ 43,054.65
					Re-initiation Fee		17,228.16
					Total		\$ 60,282.81

3055908 – 2803 Royal Palm Drive, Costa Mesa, CA 92626

Material Codes	Qty	Product Descriptions	Term months	Coverage		Payment Type: Prepaid Annual	Total
700476393	1	G430 MEDIA GATEWAY NON-GSA	36	84	Full Coverage 7X24	A	
230164	1	SA ON-SITE 24X7 CM SM GTWY 3YAN	36	SA	Suppt Adv	A	
					Subtotal		\$ 675.60
					Re-initiation Fee		360.00
					Total		\$ 1,035.60

3055964 – 800 Baker Street, Costa Mesa, CA 92626

Material Codes	Qty	Product Descriptions	Term months	Coverage		Payment Type: Prepaid Annual	Total
112529	1	CUST SOL MDM PKG SNGL MODE FBR	36	84	Full Coverage 7X24	A	
700476393	1	G430 MEDIA GATEWAY NON-GSA	36	84	Full Coverage 7X24	A	
407633999	1	SPORTSTER MDM 33.6 KBPS EXTL	36	84	Full Coverage 7X24	A	
230164	1	SA ON-SITE 24X7 CM SM GTWY 3YAN	36	SA	Suppt Adv	A	
					Subtotal		\$ 1,007.55
					Re-initiation Fee		498.24
					Total		\$ 1,633.23



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3056062 – 1845 Park Avenue, Costa Mesa, CA 92627

Material Codes	Qty	Product Descriptions	Term months	Coverage		Payment Type: Prepaid Annual	Total
700476393	1	G430 MEDIA GATEWAY NON-GSA	36	84	Full Coverage 7X24	A	
230164	1	SA ON-SITE 24X7 CM SM GTWY 3YAN	36	SA	Suppt Adv	A	
					Subtotal		\$ 675.60
					Re-initiation Fee		360.00
					Total		\$ 1,035.60

3056069 – 2300 Placentia Avenue, Costa Mesa, CA 92627

Material Codes	Qty	Product Descriptions	Term months	Coverage		Payment Type: Prepaid Annual	Total
700476393	1	G430 MEDIA GATEWAY NON-GSA	36	84	Full Coverage 7X24	A	
230164	1	SA ON-SITE 24X7 CM SM GTWY 3YAN	36	SA	Suppt Adv	A	
					Subtotal		\$ 675.60
					Re-initiation Fee		360.00
					Total		\$ 1,035.60

3056076 – 3350 Sakioka Drive, Costa Mesa, CA 92626

Material Codes	Qty	Product Descriptions	Term months	Coverage		Payment Type: Prepaid Annual	Total
700476393	1	G430 MEDIA GATEWAY NON-GSA	36	84	Full Coverage 7X24	A	
230164	1	SA ON-SITE 24X7 CM SM GTWY 3YAN	36	SA	Suppt Adv	A	
					Subtotal		\$ 675.60
					Re-initiation Fee		360.00
					Total		\$ 1,035.60



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3056099 – 3333 Bear Street, Costa Mesa, CA 92626

Material Codes	Qty	Product Descriptions	Term months	Coverage		Payment Type: Prepaid Annual	Total
700476393	1	G430 MEDIA GATEWAY NON-GSA	36	84	Full Coverage 7X24	A	
700463532	1	S8300D SERVER - NON GSA	36	84	Full Coverage 7X24	A	
230164	1	SA ON-SITE 24X7 CM SM GTWY 3YAN	36	SA	Suppt Adv	A	
230044	1	SA ON-SITE 24X7 CM SM SRV 3YAN	36	SA	Suppt Adv	A	
					Subtotal		\$ 1,206.45
					Re-initiation Fee		642.96
					Total		\$ 1,849.41



AVAYA WHOLESALE SERVICE AGREEMENT

EXHIBIT B - GENERAL CONDITIONS OF SUPPORT AND MANAGED SERVICES

The undersigned Customer agrees that these General Conditions of Maintenance and Managed Services (the "Agreement") will govern the purchase of certain Services (defined below) by Customer from Carousel Industries of North America, Inc. ("Carousel") which Customer understands and agrees will be performed exclusively by Avaya, Inc. ("Avaya").

1. ORDER, PROVISION AND SCOPE OF SERVICES

1.1 Order and Provision of Services. In return for the payment of the fees specified in the order, Avaya will provide the Maintenance/Managed Services options for Supported Products or Supported Systems at Supported Sites, as described further in this Agreement and the SAS or Service Description ("Services"). In the event of a conflict between the SAS/Service Description and this Agreement, the terms of this Agreement will control. The "Service Agreement Supplement" ("SAS") or the "Service Description" is the Avaya Service Agreement Supplement or Service Description then current as of the date of Avaya's acceptance of an order for Services and available to Customer upon request. As used in this Agreement, "SAS" or "Service Description" may refer, as applicable, to either the Service Agreement Supplement or Service Description or, where the parties have executed a statement of work describing specific Services to be provided by Avaya, to the statement of work. "Supported Products" are: (i) hardware or software products identified in the order; and (ii) Added Products (defined in Section 1.7). Supported Products may include non-Avaya products to the extent they are specified in the order. "Supported Systems" are a group of products or networks specified in the order. "Supported Sites" are locations specified in the order. Orders are subject to acceptance by Avaya. Avaya may accept an order by beginning to perform the Services.

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

1.3 Error Correction. Some Services options may include correction of Errors. An "Error" means a failure of a Supported Product to conform in all material respects to the manufacturer's specifications that were currently applicable when the Supported Product was purchased or licensed.

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

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

1.6 Replacement Hardware. Replacement hardware provided as part of Services may be new, factory reconditioned, refurbished, re-manufactured or functionally equivalent. It will be furnished only on an exchange basis. Returned hardware that has been replaced by Avaya, will become Avaya's property. Title to Avaya-installed replacement hardware provided as part of Services will pass to Customer when installed. Title to all other hardware provided as part of Services will pass to Customer when it arrives at the Supported Site.

1.7 Added Products. If Customer acquires additional products of the same type and manufacturer(s) as the existing Supported Products and locates them with existing Supported Products at a Supported Site, they will be considered "Added Products", and will be added to the order automatically for the remainder of the term. Added Products purchased from a party other than the manufacturer or an authorized reseller are subject to certification by Avaya at Avaya's then current rates. If Added Products fail certification, Avaya may choose not to add them to the Supported Products.

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



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2. INVOICING AND PAYMENT.

2.1 Invoicing. Carousel will invoice Customer for Services in advance unless another payment option is specified in the order, or as otherwise specified in the SAS or Service Description.

2.2 Payment. Payment of undisputed invoices is due within thirty (30) days from the date of Carousel's invoice. Customer will pay all bank charges, taxes, duties, levies and other costs and commissions associated with nonstandard methods of invoicing and payment. Overdue payments will be subject to a late payment charge of the lesser of 1.5% per month or the maximum rate allowed by applicable law. Unless Customer provides Carousel with a tax exemption certificate, Customer is solely responsible for paying all required taxes, (including, but not limited to, property, sales, use or excise taxes with respect to the provision of Equipment) except for any income tax assessed upon Carousel.

3. CUSTOMER RESPONSIBILITIES

3.1 General. Customer will cooperate with Avaya as reasonably necessary for Avaya's performance of its obligations, such as: (i) providing Avaya with full, free and safe access to its facilities; (ii) providing telephone numbers, network addresses and passwords necessary for remote access; and (iii) providing interface information for Supported Products and necessary third party consents and licenses to access them. All items will be provided by Customer at Customer's expense. If Avaya provides an update or other new release of software as part of the Services, Customer will implement it promptly. Customer will reasonably use, safeguard and return to Avaya any items that Avaya loans to Customer ("Avaya Tools") for the purpose of providing Services under this Agreement, such as, but not limited to, the Secure Intelligent Gateway. Avaya Tools shall not be considered Products.

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

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

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

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

3.6 Access to Personal Data. Pursuant to the HIPAA Rules, Carousel, Avaya or any other entity or individual contracted or employed by Carousel or Avaya that are permitted access to personal data, these entities and individual(s) are consider a "business associate" (45 CFR 160.103). A "business associate" also is a subcontractor that creates, receives, maintains, or transmits protected health information on behalf of another business associate. A business associate is directly liable under the HIPAA Rules and subject to civil and, in some cases, criminal penalties for making uses and disclosures of protected health information that are not authorized by its contract or required by law. A business associate also is directly liable and subject to civil penalties for failing to safeguard electronic protected health information in accordance with the HIPAA Security Rule. Carousel, Avaya, or any other entity or individual(s) that is permitted access to personal data, physical or electronic, shall be liable to any use, misuse, disclosure, violation, fraud, or of the personal data, whether intentional or by accident. Carousel, Avaya or any other entity or individual contracted or employed by Carousel or Avaya, shall report to Customer any use or disclosure of personal data when they become aware of use or disclosure, including breaches of unsecured personal data as required at 45 CFR 164.410, and any security incident of which they becomes aware. Carousel, Avaya or any other entity or individual contracted or employed by Carousel or Avaya, shall work closely with Customer to ensure that all requirements are met in working with the Department of Human Health Services, Office for Civil Rights, and the State Attorney General's Office when a breach of personal data occurs.

4. **SOFTWARE LICENSE.** Where Services include provision of patches, updates or feature upgrades for

Supported Products ("New Software"), they will be provided subject to the license grant and restrictions contained in the original agreement under which Customer licensed the original software from Avaya. Where there is no existing license from Avaya, New Software will be provided subject to the manufacturers 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.

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5. CONFIDENTIAL INFORMATION. "Confidential Information" means either party's business and/or technical information, pricing, discounts and any 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 and 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. 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 this 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 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.

6. WARRANTIES. Avaya warrants to Customer that Services will be carried out in a professional and workmanlike manner by qualified personnel. If the Services have not been so performed 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.

EXCEPT AS REFERENCED AND LIMITED IN THIS SECTION, NEITHER AVAYA NOR ITS LICENSORS OR SUPPLIERS MAKES ANY OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SERVICES. IN PARTICULAR, THERE IS NO WARRANTY THAT ALL SECURITY THREATS AND VULNERABILITIES IN A SUPPORTED PRODUCT, SUPPORTED SYSTEM OR NETWORK WILL BE DETECTED OR THAT SERVICES WILL RENDER THEM SAFE FROM SECURITY BREACHES. 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.

7. LIMITATION OF LIABILITY. IN NO EVENT WILL EITHER PARTY OR ITS RESPECTIVE LICENSORS OR SUPPLIERS HAVE ANY LIABILITY FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR REVENUE, LOSS OR CORRUPTION OF DATA, TOLL FRAUD, COST OF COVER, OR SUBSTITUTE GOODS OR PERFORMANCE.. THE 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 WILFULL MISCONDUCT, PERSONAL INJURY, PROPERTY DAMAGE, 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.

8. GOVERNING LAW AND DISPUTE RESOLUTION. This Agreement and any disputes arising out of or relating to it ("Disputes") will be governed by the state of California Except as provided below, all Disputes will be finally resolved by binding arbitration before one arbitrator, selected pursuant to the Commercial Rules of the American Arbitration Association ("AAA"). The arbitrator will have the authority to determine issues of arbitrability and to consider and rule on dispositive motions. The arbitrator will have authority only to award compensatory damages within the scope of the limitations of Section 8 and will not award punitive or exemplary damages. The arbitrator will not have the authority to limit, expand or otherwise modify the terms of the Agreement. The parties, their representatives, other participants and the arbitrator will hold the existence, content and result of arbitration in confidence. Nothing in this Section will be construed to preclude either party from seeking provisional remedies, including but not limited to temporary restraining orders and preliminary injunctions from any court of competent jurisdiction located in Orange County, California in order to protect its rights pending arbitration. Actions on Disputes between the parties must be brought in accordance with this Section within two years after the cause of action arises.

9. TERM AND TERMINATION.



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