

Resolution 23-1

Whereas, the contract for maintaining the telephone system equipment for Sangamon County expires on May 31, 2005; and,

Whereas, SBC Global Services, Inc. is the current provider of these services; and,

Whereas, several providers submitted proposals to maintain the telephone system equipment for Sangamon County; and,

Whereas, SBC Global Services, Inc. submitted a proposal with the lowest cost, and the proposal meets all of the requirements for maintaining the telephone system equipment; and,

Whereas, the proposal from SBC Global Services, Inc. has a monthly cost of \$1,996.32 and a term of 36 months (3 years); and,

Now therefore be it resolved by the Sangamon County Board, in session this 14th day of June, 2005, that SBC Global Services, Inc. be selected to maintain the telephone system equipment at a monthly cost of \$1,996.32 and for a term of 36 months with the agreement to expire on May 31st, 2008.

Sangamon County Building and Grounds Committee

Rosemarie Long
Rosemarie F. Long, Chairman

[Signature]
[Signature]
[Signature]
[Signature]

FILED

MAY 24 2005

Joe Aiello
Sangamon County Clerk

RECEIVED

MAY 23 2005

Paul Palazzolo
SANGAMON COUNTY AUDITOR



Maintenance Quote

General Information:

Customer Name: Sangamon County
 Site Address: 200 S 9th ST
 City: Springfield State: IL Zip: 62701
 Equipment: Option 61, Voice Mail, CSU, associated sets
 Equipment Exclusions: Remote carriers, telephone sets, Viking Announcer, Alpha 2000, Dees Power Fail

Date: May 2, 2005
 Valid Through: May 31, 2005
 Prepared By: Pat Von Laven

SBC PremierSERVSM Voice CPE Support Services -**Essential**

- Flat Service Rate
- Parts and Labor Coverage
- Monday through Friday, 8am to 4:30pm
- Same-day Response Objectives
 - 2 Business Hr Response for Emergencies
 - 8 Business Hr Response for Routine Repair Service
- 24 hr Emergency Response
- Remote Repair
- Remote Performance Monitoring
- Proactive Remote Diagnostics
- Annual System Audits
- Discounted Labor Rates

New System Enhanced Warranty Coverage - Sign a multi-year SBC PremierSERVSM Voice CPE Support Services-Complete Maintenance Plan and receive at no additional charge this same level of coverage during the systems 12 month warranty period.

Maintenance excludes servers, headsets, portable/wireless telephones, answering machines, UPS systems, power conditioners and power supplies (including batteries and chargers) , consumables and any software which is at a revision level not supported by the software licensor. See below for other notations

		Essential
Contract Term:	1 Year	Billing: Monthly: \$ 2,104.56
	2 Year	Billing: Monthly: \$ 2,025.84
	3 Year	Billing: Monthly: \$ 1,996.32

Notations:

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**Addendum To Master Agreement for
SBC PremierSERVSM Voice CPE Support Services**

Addendum No. 10313617

This Addendum Number 10313617 ("Addendum"), entered into by SBC Global Services, Inc. (on behalf of SBC DataComm* ("SBC")) and **SANGAMON COUNTY** ("Customer") and effective as of the date last signed below ("Effective Date"), is an attachment to that certain Master Agreement ("Agreement") dated _____ between the parties thereto. The definitions contained in the Agreement are herein incorporated by reference.

Customer Name: SANGAMON COUNTY

Customer Billing Address: 200 S 9TH ST, RM 201, ELAINE FUNK
SPRINGFIELD IL 62701

Customer Billing Number: 2177536000

Location of Equipment (Delivery/Installation Site Address):
200 S 9TH ST
SPRINGFIELD IL 62701

Date of Submission: 5/5/05 **Lessor:** N/A

Delivery Date: N/A **Installation/Cutover Date:** N/A

Purchase Order Number: _____

PURCHASE PRICE

- 1. Total Price of Equipment..... N/A
 - 2. Total Charge for Installation/Cutover N/A
 - 3. Total Purchase Price N/A
- * Taxes & Shipping will be listed separately on the invoice.

PAYMENT TERMS¹

	Option1	Option2	Option3	Option4	
Down Payment:	20%	25%	50%	()	N/A
Delivery:	50%			()	N/A
Cutover:	30%	75%	50%	()	N/A
TOTAL:					N/A

¹Option 1 is only allowed if the Purchase Price is over \$50,000 and the scheduled Cutover date is more than 90 days after execution of this Addendum. Option 2 should be used for all other situations. Option 3 will be defined and approved by SBC Credit and Collections.

SELECTION OF MAINTENANCE PLAN (For Warranty see Section V)

- ACCEPT Maintenance Plan – Customer Initials: _____
- DECLINE Maintenance Plan – Customer Initials: _____

Initial Term: _____ Years From: 6/1/05 To: _____ Monthly Maintenance Price: _____

SBC PremierSERVSM Voice CPE Support Services Maintenance Plan : ESSENTIAL

Maintenance Payment Terms (default is annual):

- Prepayment
- Annual
- Semi-Annual
- Quarterly
- Monthly
- Financing

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**Addendum To Master Agreement for
SBC PremierSERVSM Voice CPE Support Services**

This Addendum may be withdrawn by SBC if not signed and returned by the Customer within sixty (60) days from the Date of Submission referred to above.

SO AGREED by the Parties' respective authorized signatories:

SANGAMON COUNTY	SBC GLOBAL SERVICES, INC. ON BEHALF OF ITS AFFILIATES
------------------------	--

By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

* "SBC DataComm" as used herein refers to: SBC DataComm, Inc. a Delaware corporation; and to SBC DataComm, a d/b/a name registered to Southwestern Bell Telephone Company in Arkansas, Kansas, Missouri, Oklahoma, and Texas, and to Pacific Bell Telephone Company in California.

Attachments:

- 1. Statements of Work e.g. SOW, SCOW, PIG
- 2. Bill of Materials for Equipment and Services
- 3. Invoicing Schedule and Payment Terms
- 4. Implementation Timeline
- 5. Certificate of Acceptance
- 6. Other: [_____]

PTIE (SBC – For Internal Use): _____

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**Addendum To Master Agreement for
SBC PremierSERVSM Voice CPE Support Services**

I. SCOPE

This Addendum covers SBC's sale of voice customer premise equipment ("CPE" or "Equipment") (under the attached Bill of Materials, Order or other applicable document), installation and/or maintenance Service for such Equipment to be provided by SBC under the Maintenance Plan identified above (the Maintenance Plan"), and as further described below. The Equipment is further described in the attached Bill of Materials, Order, SOW, Equipment listing or other applicable attachment. This Addendum also covers any Orders issued under this Addendum, as well as any additions or replacement to the Equipment or Service.

II. SBC SERVICE AND SERVICE EXCLUSIONS

- (a) During the term of the Maintenance Plan, SBC will repair Equipment that malfunctions due to wear and tear resulting from normal use in accordance with standard operating instructions. Items excluded from coverage under the Maintenance Plan are headsets, portable telephones (cordless/wireless), answering machines, UPS systems, power conditioners and power supplies (including batteries and chargers), consumables and any Software which is at a revision level not supported by the Software licensor. SBC does not remove or recycle batteries.
- (b) The Maintenance Plan and any and all warranties provided to Customer in this Addendum or the SBC Master Agreement do not cover malfunctions or defects resulting from abnormal or nonstandard uses or conditions including, but not limited to, the following types of causes: failure to provide a suitable environment for the Equipment, including exposure to improper temperature, humidity, chemicals or airborne agents, Customer abuse, misuse or use contrary to standard operating instructions; improper electrical voltages or currents; power or lightning surges or power interruption; improper storage or placement of the Equipment; damage caused by unauthorized attachments or modification; use with or interconnection of the Equipment to incompatible electrical or mechanical devices; and the installation, maintenance or disassembly, repair or alteration of the Equipment by any person other than SBC, or an entity expressly approved by SBC in writing; or Forced Majeure occurrences. In such excepted cases, Customer will pay SBC in accordance with SBC's then prevailing rates in connection with diagnosing such excepted problems and for any resulting repairs. Customer (i) is solely responsible for adequately backing up data and ensuring that its networks/systems are secured against unauthorized intrusion; and (ii) acknowledges that CPE/Software that supports telephony over Transmission Control Protocol/Internet Protocol (TCP/IP) may experience certain compromises in performance, reliability and security even when performing as warranted and that failure to follow manufacturer/licensor recommendations may make such compromises more acute.
- (c) SBC's maintenance Service provided under the Maintenance Plan shall include preventive and remedial maintenance, as required by the CPE manufacturer's specifications or by SBC. Replacement parts and products may be new or equivalent to new in performance. Such parts and products will be furnished on an exchange basis and the returned parts and products will become the property of SBC. SBC's preventive and remedial maintenance Service obligations hereunder do not include, and SBC is not otherwise obligated to provide replacement parts, software releases, second tier help desk support, updates, or maintenance Service resulting in CPE functionality which exceeds that expressly provided in manufacturers' or suppliers' specifications at the time such product was installed (including Year 2000 functionality).
- (d) SBC makes no guarantee as to parts availability on Equipment that has been discontinued by its manufacturer. In the event a manufacturer discontinues producing any Equipment or in the event the Equipment has outlived the manufacturer's suggested product life cycle, SBC shall continue to provide Service under the Maintenance Plan for as long as parts are available on a commercially reasonable basis. In the event repair parts are not readily available, SBC shall advise Customer and Customer shall have the option to replace the Equipment with a similar product at SBC's then prevailing rates. In the event Customer declines to authorize such replacement, SBC shall delete such Equipment from this Addendum and cease providing Service for such Equipment, and SBC will issue, if applicable, a pro-rata refund for such deletion.
- (e) The periodic charges specified herein include all the stated maintenance Service performed at any time in connection with Emergencies and Non-Emergencies during Normal Business Hours. An "Emergency" is defined as any malfunction that leaves Customer unable to place or receive calls through the CPE, or any other failure agreed to in writing by the Parties.
- (f) Service performed outside of Normal Business Hours or outside the scope of the Maintenance Plan will be charged on a per occurrence basis billed in fifteen (15) minute increments with a minimum of two (2) hours at SBC's then prevailing hourly or premium hourly rate including travel time to and from Customer's Site. Customer shall also be responsible for travel and living expenses, when required. Provisioning of such Service shall be at the discretion of SBC and shall be subject to the availability of personnel and parts, if applicable.
- (g) In the event SBC responds to Customer's request for Service and SBC reasonably determines that the problem was

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not caused by the Equipment maintained herein, Customer will be responsible for additional charges for such response at SBC's then prevailing rates.

- (h) SBC's responsibility with respect to its obligation to provide maintenance Service under this Addendum shall be limited to the Customer's side of the CPE residing on the Demarcation Point ("Demarcation Point" is defined as the point between facilities controlled or owned by the local telephone carrier and those facilities controlled or owned by Customer). Maintenance Services include maintenance as described herein for: (i) the CPE and/or associated system software stated herein; and (ii) such other equipment and/or software which is subsequently added to this Addendum by an Order, attachment or other applicable document. In the event that SBC responds to Customer's request for Service and Customer's claim of CPE malfunction is due to problems on the local telephone utility's side of the Demarcation Point due to malfunctions in equipment or software other than that covered by this Addendum, Customer will be responsible for additional charges for such response in accordance with SBC's then prevailing rates.
- (i) SBC may suspend performance or terminate this Addendum if Customer fails to pay all amounts due by the applicable due date and such failure is not cured within 10 days of receiving SBC's notice of non-payment.

III. SHIPPING AND DELIVERY

- (a) All shipping, transportation and delivery charges for the Equipment, including expedites, shall be paid by Customer. SBC shall use commercially reasonable efforts to deliver the Equipment by the delivery date specified in this Addendum. Customer may, upon written notice to SBC no later than ten (10) days prior to delivery, postpone the delivery, installation or Cutover dates specified in this Addendum one (1) time.
- (b) Such postponement shall not exceed thirty (30) days from the originally scheduled delivery, installation or Cutover dates and is subject to price changes.

IV. INSTALLATION AND CUTOVER

In the event SBC connects the Equipment or installs the Software on such Customer owned equipment, SBC shall not be liable for any damage to such Customer owned equipment, unless due to SBC's sole negligence. SBC shall use commercially reasonable efforts to complete installation and Cutover of the Equipment by the dates specified in this Addendum. Cutover shall be deemed accomplished upon connection to the telephone network to place and receive calls. Cutover of Equipment that is not dependent on the telephone network will occur when the Equipment is operational.

V. WARRANTY AND WARRANTY EXCLUSIONS

- (a) The "Warranty Period" for Equipment shall be twelve (12) months (and in the case of SBC-provided Software related to the Equipment, ninety (90) days (or such longer period provided by SBC's applicable Software licensor)) from the date of delivery to the carrier for shipment, or from the date of installation when SBC provides installation (or from such other date as determined by the applicable Equipment/Software manufacturer/licensor). SBC warrants that during the Warranty Period, the CPE/Software shall materially conform to the manufacturer's/licensor's published specifications. If Customer notifies SBC of a material defect during the Warranty Period, SBC shall, at SBC's sole option, repair or replace the Equipment/Software, free of charge to Customer. SBC's repair or replacement of CPE/Software shall be Customer's sole remedy for breach of the warranty as stated herein. All warranty Services will be performed during Normal Business Hours.
- (b) During the Warranty Period, any change in the location of CPE must be performed by SBC and shall be at Customer's expense.
- (c) Customer may request maintenance Service twenty-four (24) hours a day, seven (7) days a week by calling SBC. If Customer's problem is an Emergency, SBC will use reasonable commercial efforts to respond to Customer's report of a malfunction by dispatching a technician to the Site or by beginning remote diagnosis, as appropriate within two (2) business hours for PBX systems and four (4) business hours for key, hybrid or any other system, and will complete the appropriate repairs as soon as reasonably practical.
- (d) In the event the problem is a non-Emergency, SBC shall use reasonable commercial efforts, within eight (8) business hours after Customer's problem is reported, to either: (i) commence repair or replacement from a remote location, (ii) dispatch Service personnel to Customer's site, or (iii) ship replacement CPE as soon as practical, provided, however, Customer must return the defective CPE within ten (10) days or SBC shall invoice Customer for the full replacement

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**Addendum To Master Agreement for
SBC PremierSERVSM Voice CPE Support Services**

cost. SBC reserves the right to inspect all defective CPE and SBC shall have final determination of the status of such CPE.

VI. MAINTENANCE PLAN DESCRIPTIONS

- (a) **SBC PremierSERVSM Voice CPE Support Services – Complete.** (i) SBC shall provide maintenance Services, including parts, for CPE as well as any intra-building distribution cables provided by SBC in connection with the CPE listed hereto, which may include wire, terminals, protectors or connectors; (ii) Customer may request maintenance Service twenty-four (24) hours a day, seven (7) days a week by calling SBC. If Customer's problem is an Emergency, SBC will use reasonable commercial efforts to respond to Customer's report of a malfunction by dispatching a technician to the Site or by beginning remote diagnosis, as appropriate, within two (2) hours for PBX systems and four (4) hours for key, hybrid or any other system, and will complete the appropriate repairs as soon as reasonably practical. (iii) In the event the problem is a non-Emergency, SBC shall use reasonable commercial efforts, within eight (8) business hours after Customer's problem is reported, to either: (1) commence repair or replacement from a remote location, (2) dispatch service personnel to Customer's Site, or (3) ship replacement CPE as soon as practical, provided, however, Customer must return the defective CPE within ten (10) days or SBC shall invoice Customer for the full replacement cost. SBC reserves the right to inspect all defective CPE and SBC shall have final determination of the status of such CPE.
- (b) **SBC PremierSERVSM Voice CPE Support Services – Essential.** (i) SBC shall provide maintenance Services, including parts, for CPE as well as any intra-building distribution cables provided by SBC in connection with the CPE listed hereto, which may include wire, terminals, protectors or connectors; (ii) Customer may request maintenance Service twenty-four (24) hours a day, seven (7) days a week by calling SBC. If Customer's problem is an Emergency, SBC will use reasonable commercial efforts to respond to Customer's report of a malfunction by dispatching a technician to the Site or by beginning remote diagnosis, as appropriate within two (2) **business** hours for PBX systems and four (4) **business** hours for key, hybrid or any other system, and will complete the appropriate repairs as soon as reasonably practical. (iii) In the event the problem is a non-Emergency, SBC shall use reasonable commercial efforts, within eight (8) **business hours** after Customer's problem is reported, to either: (1) commence repair or replacement from a remote location, (2) dispatch service personnel to Customer's Site, or (3) ship replacement CPE as soon as practical, provided, however, Customer must return the defective CPE within ten (10) days or SBC shall invoice Customer for the full replacement cost. SBC reserves the right to inspect all defective CPE and SBC shall have final determination of the status of such CPE. "Business hours" refers to services performed during Normal Business Hours. Any Services performed outside of the Normal Business Hours shall be performed within mutually agreed to time periods.
- (c) **SBC PremierSERVSM Voice CPE Support Services – Dedicated.** (i) SBC will provide technician, Customer Service Representative, Project Manager, or other agreed upon resource(s) as set forth herein or within an associated Statement of Work, on an annual basis to perform installation, maintenance, and/or move, add or change activities. (ii) SBC shall, at its sole discretion, assign either a qualified SBC employee or contractor ("Resource") or a combination of both to provide Services to Customer during Normal Business Hours. (iii) Each Resource will be granted time off for lunch and breaks as mandated by any labor agreement, Federal, State, County or City laws that are applicable. Customer must provide adequate office facilities/quarters/storage for Resource to administer daily responsibilities. (iv) Customer may also purchase optional replacement parts coverage associated with Dedicated. SBC shall provide maintenance Services, including parts, for CPE as well as any intra-building distribution cables provided by SBC in connection with the CPE listed hereto, which may include wire, terminals, protectors or connectors. (v) Customer may request maintenance Service twenty-four (24) hours a day, seven (7) days a week by calling SBC. If Customer's problem is an Emergency, SBC will use reasonable commercial efforts to respond to Customer's report of a malfunction by dispatching a technician to the Site or by beginning remote diagnosis, as appropriate within two (2) **business** hours for PBX systems and four (4) **business** hours for key, hybrid or any other system, and will complete the appropriate repairs as soon as reasonably practical. Any Services performed outside of the Normal Business Hours shall be performed within mutually agreed to time periods.
- (d) **SBC PremierSERVSM Voice CPE Support Services -- Custom.** Custom provided maintenance shall include the Services as agreed to by Parties as described in the document.
- (e) **Call Center Software Support Services Option:**

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As additional support to the selected maintenance plan, Customer elects to purchase SBC Software Support Services as described below:

- (i) SBC's software support services may include preventive and/or remedial maintenance, as required by SBC or its supplier. The software support services may also include technical telephone consultation and diagnostic assistance, problem origination and expedite resolution. Software support services are typically performed remotely. SBC may provide on-site support services as SBC deems necessary. SBC's preventive and remedial software support services obligation hereunder do not include, and is not otherwise obligated to provide software releases, updates, upgrades or maintenance service resulting in Call Center Software functionality which exceeds that expressly provided in SBC's or its suppliers' specifications at the time such Software was installed (including Year 2000 functionality). Any software which is at a revision level not supported by the software licensor will be excluded from coverage.
 - (a) **Software Support Services – Complete.** This service option is available with the SBC PremierSERVSM Voice CPE Support Services - Complete Maintenance Plan. Customer may request software support service twenty-four (24) hours a day, seven (7) days a week by calling SBC. If Customer's problem is Severity Level 1 (as described herein), SBC shall, within two (2) hours after Customer's notification is logged in at SBC's Data Services Customer Care Center (DSCC), commence error correction activity from a remote location. In the event SBC does not respond within two (2) hours to Customer's Severity Level 1 (as described herein), the problem will be escalated. If Customer's problem is a Severity Level 2 or 3 (as described herein), SBC shall use reasonable efforts, within eight (8) business hours after Customer's problem is logged in by the DSCC, to commence error correction activity from a remote location.
 - (b) **Software Support Services – Essential.** This service option is available with the SBC PremierSERVSM Voice CPE Support Services - Essential Maintenance Plan. Customer may request maintenance service twenty-four (24) hours a day, seven (7) days a week by calling SBC. If Customer's problem is Severity Level 1 (as described herein), SBC shall, within two (2) business hours after Customer's notification is logged in at SBC's DSCC commence error correction activity from a remote location. In the event SBC does not respond within two (2) business hours, during SBC's Normal Business Day, to Customer's Severity Level 1 (as described herein), the problem will be escalated. If Customer's problem is a Severity Level 2 or 3 (as described herein), SBC shall use reasonable efforts, within eight (8) business hours, after Customer's problem is logged in by the DSCC, to commence error correction activity from a remote location, during SBC's Normal Business Day.
- (ii) **Severity Levels Defined**
 - (a) Severity Level 1. Application is inoperative; inability to use application materially impacts Customer's operations. If a bypass procedure is not utilized, SBC will continue error correction activity according to selected maintenance plan or optionally, on a time and materials basis. In addition, SBC shall provide verbal status reports on Severity Level 1 errors at intervals of no less than twice per day to designated Customer support representative, until a bypass is found.
 - (b) Severity Level 2. Application is usable with limited functions. Error condition is not critical to continuing operation. Customer or SBC has determined the method of work around for the error condition.
 - (c) Severity Level 3. Application is usable, but a minor problem exists.

VII. AGENCY

During the term of this Addendum, Customer will not permit any other person to maintain, repair or modify the CPE or to connect any other equipment. To the extent necessary for SBC to perform its Services under this Addendum, Customer agrees that SBC will be Customer's Site agent to represent Customer in any dealings with any telephone company or government agency with respect to CPE maintenance provided hereunder. Customer assumes all ongoing responsibility of directory listings, credit cards, system security, billing arrangements and other items not related to Equipment or Services provided by SBC unless expressly stated otherwise under this Addendum or some other express written agreement between Customer and SBC.

VIII. CHANGE IN EQUIPMENT

In the event that the term of the Maintenance Plan is longer than 1 year, SBC will have the right and option of conducting an Equipment review in each year of the Maintenance Plan. Based on the result of the Equipment review, the Maintenance Plan shall be amended to cover all Equipment additions and/or deletions which may have occurred and the

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maintenance price shall be adjusted accordingly. To the extent that the Customer desires to add or upgrade Equipment/Software subject to the Service, the Parties shall mutually agree on terms for such addition or upgrade. The 50% early termination liability set forth in the Master Agreement shall apply in the event that Customer terminates this Addendum, or reduces the grade of maintenance Services provided hereunder, prior to expiration of the term herein.

IX. RENEWAL

Unless terminated by either Party upon at least thirty (30) days written notice prior to expiration of the then existing Term, and to avoid Service interruption, the then current Term of this Addendum shall automatically extend for consecutive one (1) year Term(s) at SBC's then current pricing for such Services. Upon extension of the Maintenance Plan, the maintenance Services provided by SBC shall remain unchanged (except with respect to pricing) unless both Parties agree in writing to any changes at the time of extension. SBC may only increase the price of the Maintenance provided herein at: (i) the expiration of the initial term; (ii) commencement of any subsequent extension term; or (iii) the time Equipment is changed, upgraded or added to this Addendum. SBC will provide Customer with a 30 day notice of such increases.

X. SBC CAPITAL SERVICES ("SBC-CS") FINANCING OPTION

_____ [Individual's initials on behalf of Customer]

Customer elects to finance the Total Purchase Price through SBC-CS. Customer hereby requests that SBC invoice SBC-CS and arrange for payment as described below:

SBC will invoice Customer in care of SBC-CS for 100% of the Total Purchase Price upon Cutover (as defined in the Agreement) and the invoice shall be paid promptly after its delivery to SBC-CS, provided that all required lease documentation has been properly executed and received by SBC-CS. If all lease documentation is not executed and received by SBC-CS Customer agrees and will pay the Total Purchase Price to SBC upon receipt of an invoice from SBC.

END OF DOCUMENT

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