



Seller: Calence, Inc.
 1620 W. Fountainhead Pkwy. Ste. 400
 Tempe, AZ 85282

Sales Rep: Pam Landers
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Sales Quote: 1060427
 Date: 04/27/06
 Shipping Terms: FOB Origin
 Payment Terms: 30 days on approved credit
 Sales Quote is valid for 30 days

Buyer: Maricopa Community Colleges

Part Number	Description	Quantity	List Price	Discount	Unit Price	Extended Price
West Valley Cluster						
CALLMANAGER-4.2						
CALLMANAGER-4.2	Top Level Part Number for Ordering CallManager 4.2	9	\$ -	38%	\$ -	\$ -
MCS-7845-H1-IPC1	HW Only MCS-7845-H1 with 4096MB RAM and Four 72GB SCSI HD	9	\$ 24,000.00	38%	\$ 14,880.00	\$ 133,920.00
CAB-AC	Power Cord,110V	9	\$ -	38%	\$ -	\$ -
CON-SNT-MCS7845I	SMARTNET 8X5XNBD HW Only MCS-7845-H1	9	\$ 1,920.00	0%	\$ 1,920.00	\$ 17,280.00
CM4.2-K9-7845-H1	SW CallMgr 4.2, For MCS-7845-H1	9	\$ 15,995.00	38%	\$ 9,916.90	\$ 89,252.10
IPCX-40-CM-BUNDLE	5 Seat IPCCX STD CCM Bundle - AVAILABLE ONLY WITH CCM	9	\$ -	38%	\$ -	\$ -
CON-SAS-CM7845H1	SW APP SUPP CallMgr 4.2 MCS7845	9	\$ 2,399.00	0%	\$ 2,399.00	\$ 21,591.00
Total						\$ 262,043.10
East Valley Cluster						
CALLMANAGER-4.2						
CALLMANAGER-4.2	Top Level Part Number for Ordering CallManager 4.2	7	\$ -	38%	\$ -	\$ -
MCS-7845-H1-IPC1	HW Only MCS-7845-H1 with 4096MB RAM and Four 72GB SCSI HD	7	\$ 24,000.00	38%	\$ 14,880.00	\$ 104,160.00
CAB-AC	Power Cord,110V	7	\$ -	38%	\$ -	\$ -
CON-SNT-MCS7845I	SMARTNET 8X5XNBD HW Only MCS-7845-H1	7	\$ 1,920.00	0%	\$ 1,920.00	\$ 13,440.00
CM4.2-K9-7845-H1	SW CallMgr 4.2, For MCS-7845-H1	7	\$ 15,995.00	38%	\$ 9,916.90	\$ 69,418.30
IPCX-40-CM-BUNDLE	5 Seat IPCCX STD CCM Bundle - AVAILABLE ONLY WITH CCM	7	\$ -	38%	\$ -	\$ -
CON-SAS-CM7845H1	SW APP SUPP CallMgr 4.2 MCS7845	7	\$ 2,399.00	0%	\$ 2,399.00	\$ 16,793.00
Total						\$ 203,811.30
Central Valley Cluster						
CALLMANAGER-4.2						
CALLMANAGER-4.2	Top Level Part Number for Ordering CallManager 4.2	15	\$ -	38%	\$ -	\$ -
MCS-7845-H1-IPC1	HW Only MCS-7845-H1 with 4096MB RAM and Four 72GB SCSI HD	15	\$ 24,000.00	38%	\$ 14,880.00	\$ 223,200.00
CAB-AC	Power Cord,110V	15	\$ -	38%	\$ -	\$ -
CON-SNT-MCS7845I	SMARTNET 8X5XNBD HW Only MCS-7845-H1	15	\$ 1,920.00	0%	\$ 1,920.00	\$ 28,800.00
CM4.2-K9-7845-H1	SW CallMgr 4.2, For MCS-7845-H1	15	\$ 15,995.00	38%	\$ 9,916.90	\$ 148,753.50
IPCX-40-CM-BUNDLE	5 Seat IPCCX STD CCM Bundle - AVAILABLE ONLY WITH CCM	15	\$ -	38%	\$ -	\$ -
CON-SAS-CM7845H1	SW APP SUPP CallMgr 4.2 MCS7845	15	\$ 2,399.00	0%	\$ 2,399.00	\$ 35,985.00
Gateways						
WS-SVC-CMM	COMMUNICATION MEDIA MODULE	2	\$ 9,995.00	38%	\$ 6,196.90	\$ 12,393.80
WS-SVC-CMM-6T1	6-PORT T1 INTERFACE PORT ADAPTER	2	\$ 11,995.00	38%	\$ 7,436.90	\$ 14,873.80
WS-SVC-CMM-ACT	Adhoc Conferencing and Transcoding Pa	2	\$ 7,995.00	38%	\$ 4,956.90	\$ 9,913.80
Total						\$ 473,919.90

BY ACCEPTING THIS SALES QUOTE, CLIENT AGREES TO THE ATTACHED TERMS AND CONDITIONS WITHOUT MODIFICATION

STANDARD TERMS AND CONDITIONS

Buyer's agreement with these Terms and Conditions shall be evidenced by the issuance of a purchase order, or any other acknowledgement hereof, including acceptance of shipment. These Terms and Conditions shall supercede any terms in a purchase order issued by the Buyer. Prices quoted here do not include installation, shipping FOB Origin, insurance or taxes, all which shall be paid, if applicable, by the Buyer. Buyer will be invoiced upon shipment or partial shipment of each of the items set forth above. All amounts not paid within 30 days of Sellers invoice will accrue a late fee of 1.5% per month until payment is received by the Seller. If a Buyer has not paid its obligations when due, then Seller has the right, in addition to the late payment fee, to take possession, sell, lease or otherwise dispose of any or all goods, and pursue all other rights and remedies afforded by applicable law, whether in law or in equity. Returned goods will be subject to a restocking fee equal to 25% of the purchase price.

Buyer may return Products to Seller subject to the following: (a) Buyer must contact Seller to obtain Seller's consent and a return material authorization ("RMA"); (b) Buyer shall prominently display the RMA number on the return packing AND shall provide Seller with a carrier tracking number as proof of shipment; (c) the Product must be returned within thirty (30) days of the invoice date and; (d) the Product must be new, unused and returned in its original packaging, which has not been damaged or altered. All Products must be shipped by Buyer FOB destination and received within fifteen (15) days of the date of issuance of the RMA. All credits issued by the Seller shall be based on proof of shipment and verification of receipt of the Product within the time set forth above. If proof of shipment and verification of return of the Product can not be established, Buyer shall remain obligated to pay all amounts due.

Seller will not be liable for any defective goods, variations from specifications, nor for any delay in the performance of orders or contracts, or in the delivery, non-delivery or damages of goods related thereto. SELLER HEREBY ASSIGNS TO BUYER TO THE EXTENT ASISGNABLE, ALL RIGHTS OF SELLER TO ANY WARRANTIES MADE BY THE MANUFACTURER; PROVIDED HOWEVER THAT SELLER DOES NOT MAKE ANY CLAIMS RELATED TO THE ACCURACY, TRUTHFULNESS OF VERACITY OF MANUFACTURER'S WARRANTIES. SELLER DOES NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, TO BUYER, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF INFRINGEMENT, MERCHANTABILITY, TITLE, CONDITION OR FITNESS FOR A PARTICULAR PURPOSE. BUYER'S SOLE REMEDY FOR SELLER'S NON-PERFORMANCE UNDER THESE TERMS AND CONDITIONS, WHETHER BY NEGLIGENCE, PRODUCTS LIABILITY, STRICT LIABILITY, CONTRACT OR OTHERWISE, WILL BE THE RETURN OF THE PURCHASE PRICE PAID BY BUYER AND RECEIVED BY SELLER, IF ANY. IN NO EVENT SHALL SELLER BE LIABLE FOR LOST GOODWILL, PROFITS OF ANY KIND OR SPECIAL, PUNITIVE INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER FOR REPROCUREMENT COSTS OR FOR LOSS OF USE OF THE GOODS.

Note: On November 28, 2005, Calence, Inc. and Avnet, Inc. entered into an agreement to create and operate a jointly held company, Calence, LLC, that combines substantially all of the assets of Calence, Inc. and Avnet Enterprise Solutions, a division of Avnet, Inc. It is anticipated that this transaction shall close during early 2006. Although this Quote is being delivered by Calence, Inc., upon the closing of the transaction, all of Calence, Inc.'s rights, duties, and obligations under this Quote, and any related Purchase Order or other written acknowledgement by Buyer of this Quote, shall be automatically (and without any further act by any party) transferred and assigned to Calence, LLC.