



Putting your network to work. SM

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

Sales Rep: Pam Landers  
 Phone: 480.889.9530  
 Client Advocate: Amanda Burkeen  
 Phone: 480.889.9524  
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Sales Quote: 2060427  
 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      |
|-------------------------------------|-----------------------------------------------------------|----------|--------------|----------|-------------|---------------------|
| <b>Remote Sites Under 240 Users</b> |                                                           |          |              |          |             |                     |
| <b>Gateway Router</b>               |                                                           |          |              |          |             |                     |
| CISCO3845-V/K9                      | 3845 Voice Bundle,PVDM2-64,SP Serv,64F/256D               | 1        | \$ 13,995.00 | 38%      | \$ 8,676.90 | \$ 8,676.90         |
| PVDM2-32                            | 32-Channel Packet Voice/Fax DSP Module                    | 1        | \$ 1,600.00  | 38%      | \$ 992.00   | \$ 992.00           |
| VIC2-4FXO                           | Four-port Voice Interface Card - FXO (Universal)          | 1        | \$ 800.00    | 38%      | \$ 496.00   | \$ 496.00           |
| VVIC-2MFT-T1                        | 2-Port RJ-48 Multiflex Trunk - T1                         | 1        | \$ 2,000.00  | 38%      | \$ 1,240.00 | \$ 1,240.00         |
| FL-SRST-MEDIUM=                     | Feat Lic Survivable Remote Site Telephony up to 48 phones | 1        | \$ 1,250.00  | 38%      | \$ 775.00   | \$ 775.00           |
| S384SPSK9-12311T                    | Cisco 3845 IOS SP SERVICES                                | 1        | \$ -         | 38%      | \$ -        | \$ -                |
| PWR-3845-AC                         | Cisco 3845 AC power supply                                | 1        | \$ -         | 38%      | \$ -        | \$ -                |
| MEM3800-256D-INCL                   | 256MB SDRAM default memory for 3800                       | 1        | \$ -         | 38%      | \$ -        | \$ -                |
| MEM3800-64CF-INCL                   | 64MB Cisco 3800 Compact Flash Memory Default              | 1        | \$ -         | 38%      | \$ -        | \$ -                |
| CAB-AC                              | Power Cord,110V                                           | 1        | \$ -         | 38%      | \$ -        | \$ -                |
| PVDM2-64                            | 64-Channel Packet Voice/Fax DSP Module                    | 1        | \$ -         | 38%      | \$ -        | \$ -                |
| ROUTER-SDM                          | Device manager for routers                                | 1        | \$ -         | 38%      | \$ -        | \$ -                |
| CON-SNT-3845VK9                     | SMARTNET 8X5XNBD 3845 Voice Bundle,PV                     | 1        | \$ 1,766.00  | 0%       | \$ 1,766.00 | \$ 1,766.00         |
| <b>Analog Gateway</b>               |                                                           |          |              |          |             |                     |
| VG224                               | 24 Port Voice over IP analog phone gateway                | 1        | \$ 5,395.00  | 38%      | \$ 3,344.90 | \$ 3,344.90         |
| SVGVG-12402T                        | Cisco VG200 Series IP SUBSET/VOICE                        | 1        | \$ -         | 38%      | \$ -        | \$ -                |
| CAB-AC                              | Power Cord,110V                                           | 1        | \$ -         | 38%      | \$ -        | \$ -                |
| MEM-224-1X64F-U                     | 64MB Flash Memory for VG224 (Factory Upgrade)             | 1        | \$ -         | 38%      | \$ -        | \$ -                |
| MEM-224-1X128D-U                    | 128MB DRAM Memory for VG224 (Factory Upgrade)             | 1        | \$ -         | 38%      | \$ -        | \$ -                |
| CON-SNT-VG224                       | SMARTNET 8X5XNBD 24 Port Voice over I                     | 1        | \$ 432.00    | 0%       | \$ 432.00   | \$ 432.00           |
| <b>IP Phones - 10/100</b>           |                                                           |          |              |          |             |                     |
| CP-7961G                            | Cisco IP Phone 7961G, Global                              | 50       | \$ 445.00    | 38%      | \$ 275.90   | \$ 13,795.00        |
| SW-CCM-UL-7961                      | License, CallManager, Cisco IP Phone 7961                 | 50       | \$ 200.00    | 38%      | \$ 124.00   | \$ 6,200.00         |
| CON-SNT-CP7961                      | SMARTNET 8X5XNBD IP Phone 7961, CCME                      | 50       | \$ 8.00      | 0%       | \$ 8.00     | \$ 400.00           |
| <b>Total</b>                        |                                                           |          |              |          |             | <b>\$ 38,117.80</b> |

**Remote Sites Over 240 Users**

|                       |                                               |   |              |     |             |             |
|-----------------------|-----------------------------------------------|---|--------------|-----|-------------|-------------|
| <b>Gateway Router</b> |                                               |   |              |     |             |             |
| WS-SVC-CMM            | COMMUNICATION MEDIA MODULE                    | 1 | \$ 9,995.00  | 38% | \$ 6,196.90 | \$ 6,196.90 |
| WS-SVC-CMM-6T1        | 6-PORT T1 INTERFACE PORT ADAPTER              | 1 | \$ 11,995.00 | 38% | \$ 7,436.90 | \$ 7,436.90 |
| WS-SVC-CMM-ACT        | Adhoc Conferencing and Transcoding PA         | 1 | \$ 7,995.00  | 38% | \$ 4,956.90 | \$ 4,956.90 |
| <b>Analog Gateway</b> |                                               |   |              |     |             |             |
| VG224                 | 24 Port Voice over IP analog phone gateway    | 1 | \$ 5,395.00  | 38% | \$ 3,344.90 | \$ 3,344.90 |
| SVGVG-12402T          | Cisco VG200 Series IP SUBSET/VOICE            | 1 | \$ -         | 38% | \$ -        | \$ -        |
| CAB-AC                | Power Cord,110V                               | 1 | \$ -         | 38% | \$ -        | \$ -        |
| MEM-224-1X64F-U       | 64MB Flash Memory for VG224 (Factory Upgrade) | 1 | \$ -         | 38% | \$ -        | \$ -        |
| MEM-224-1X128D-U      | 128MB DRAM Memory for VG224 (Factory Upgrade) | 1 | \$ -         | 38% | \$ -        | \$ -        |
| CON-SNT-VG224         | SMARTNET 8X5XNBD 24 Port Voice over I         | 1 | \$ 432.00    | 0%  | \$ 432.00   | \$ 432.00   |

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

**IP Phones - 10/100**

|                |                                           |    |           |     |           |              |
|----------------|-------------------------------------------|----|-----------|-----|-----------|--------------|
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**CALLMANAGER-4.2**

|                   |                                                              |   |              |     |              |              |
|-------------------|--------------------------------------------------------------|---|--------------|-----|--------------|--------------|
| CALLMANAGER-4.2   | Top Level Part Number for Ordering<br>CallManager 4.2        | 1 | \$ -         | 38% | \$ -         | \$ -         |
| MCS-7845-H1-IPC1  | HW Only MCS-7845-H1 with 4096MB RAM and<br>Four 72GB SCSI HD | 1 | \$ 24,000.00 | 38% | \$ 14,880.00 | \$ 14,880.00 |
| CAB-AC            | Power Cord,110V                                              | 1 | \$ -         | 38% | \$ -         | \$ -         |
| CON-SNT-MCS7845I  | SMARTNET 8X5XNBD HW Only MCS-7845-H1                         | 1 | \$ 1,920.00  | 0%  | \$ 1,920.00  | \$ 1,920.00  |
| CM4.2-K9-7845-H1  | SW CallMgr 4.2, For MCS-7845-H1                              | 1 | \$ 15,995.00 | 38% | \$ 9,916.90  | \$ 9,916.90  |
| IPCX-40-CM-BUNDLE | 5 Seat IPCCX STD CCM Bundle - AVAILABLE<br>ONLY WITH CCM     | 1 | \$ -         | 38% | \$ -         | \$ -         |
| CON-SAS-CM7845H1  | SW APP SUPP CallMgr 4.2 MCS7845                              | 1 | \$ 2,399.00  | 0%  | \$ 2,399.00  | \$ 2,399.00  |

**Total \$ 71,878.50**

**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.**