

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

10-215

SAP Number

### Veterans Affairs/ Information Services Department

Department Contract Representative Telephone Number Rachel Hay 909-382-3290

Contractor Advantage Technologies, Inc.  
Contractor Representative Jim Marrone  
Telephone Number 212-710-5091  
Contract Term May 19, 2020 through May 18, 2023

Original Contract Amount Not to exceed \$23,000  
Amendment Amount N/A  
Total Contract Amount Not to exceed \$23,000  
Cost Center 5400001000

Briefly describe the general nature of the contract: *Statement of Work with Advantage Technologies, Inc. for Professional Services to install and configure RightFax system for Veterans Affairs.*

**FOR COUNTY USE ONLY**

Approved as to Legal Form  
▶ Bonnie Akhbar  
County Counsel  
Date 4-27-20

Reviewed for Contract Compliance  
▶ \_\_\_\_\_  
Date \_\_\_\_\_

Reviewed/Approved by Department  
▶ \_\_\_\_\_  
Date \_\_\_\_\_



**Statement of Work** | Open Text Fax Server, RightFax Edition



Revision Date: April 23, 2020

Statement of Work Prepared for: County of San Bernardino

Revision: 1.0

**Project Title:** RightFax New Install  
**Prepared by:** Advantage Technologies, Inc. – (“Advantage”)  
**Client:** County of San Bernardino

**DESCRIPTION & SCOPE:**

1. Introduction ..... 3  
2. Summary of Work Requested ..... 3  
    2.1 Prerequisites ..... 3  
    2.2 Installation Criteria..... 4  
    2.3 Software Configuration Criteria ..... 4  
    2.4 User Acceptance Testing..... 4  
    2.5 Cutover Criteria..... 4  
3. Hardware, Software & Labor Provided by Advantage ..... 5  
4. Terms & Conditions including Payment Terms..... 5  
5. Assumptions & Client Responsibilities ..... 7  
6. Date & Location of Work ..... 9  
7. Signatures ..... 9  
8. Project Contacts & Location..... 9  
9. Project Documentation..... 10  
10. References ..... 11

## 1. Introduction

Advantage Technologies, Inc. ("Advantage") hereby represents that it is an authorized reseller and certified installer of the RightFax software, OpenText Fax Gateways, Brooktrout software and fax boards, Dialogic Media Gateway and Sonus SBC and Media Gateway product lines and related software and applicable upgrades (collectively, the "System"). Advantage further represents that all RightFax Software provided to the client and any of its affiliates ("Client") hereunder is governed by the applicable OpenText software End User License Agreement as executed between the County of San Bernardino and Open Text, Inc. on April 21, 2020, ("EULA"). Further, installation of the System by Advantage shall be done promptly, professionally, and in accordance with each of the manufacturer's specifications in effect at the time.

This SOW is effective as of May 19 2020 and expires May 18, 2021 but may be terminated earlier in accordance with provisions of this SOW. Advantage and Client each reserve the right to terminate the SOW, for any reason, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Advantage for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Advantage shall promptly discontinue services unless the notice directs otherwise.

## 2. Summary of Work Requested

- Installation of RightFax 16.6 with current Service Releases (currently SR2)
- Configuration of Sonus SBC to provided PRI for telephony
- Go-Live Support
- Administrator Training

### 2.1 Prerequisites

The client will provide the following required parts of this project:

- RightFax software media kit, Serial Numbers, and System. If the Client does not have this information, it will need to be obtained by contacting OpenText. Advantage can assist with this process.
- One (1) Virtual server meeting our recommended and approved specifications running Windows 2016 or 2019 Server operating system (NOTE: Server 2016/2019 is ONLY SUPPORTED ON 16EP2 and later).
- Access to a Microsoft SQL Server for the storage of RightFax system metadata.
- A Domain account ("Service Account") with local admin privileges on the RightFax servers and sufficient rights to the SQL database. The Service Account will be used for the RightFax services and the RightFax database.

- Dedicated IP addresses for the designated RightFax servers and a Windows user account (“Installation Account”) with a minimum of local admin privileges, and domain access. It is recommended the Installation Account be the same account as the Service Account.
- Up to two (2) client machines to install and test the client side software and features for sending, receiving, viewing, forwarding, and routing faxes. *These clients must meet the minimum requirements noted in the Recommended Hardware and Software for RightFax 16.2 referenced for download in References Appendix located at the end of this document.*
  - *Unless otherwise indicated, client installation will be performed manually via setup.exe, and any automation or scripting of the client installation process is beyond the scope of this project.*
- Appropriate technical resources to complete the RightFax installation and configuration in a timely manner. These resources shall include, but may not be limited to: a Telecom Administrator, Application Administrator, and Database Administrator.

## 2.2 Installation Criteria

- Base Installation and licensing of the RightFax 16EP6 software on a Windows server
- Install approved RightFax 16EP6 HotFixes and Service Packs.
- Install Microsoft Office for Server Side Application conversion (“SSA”) of Office documents.
- Confirm PDF Module
- License RightFax 16EP6 Server.

## 2.3 Software Configuration Criteria

- Configure base dialing rules.
- Copy Dialing Rules from RightFax Version [Click or tap here to enter text.](#) to RightFax Version [Click or tap here to enter text.](#) server.
- Configure Work Servers.
- Configure Email Gateway(s).
- Configure Ribbon Gateway

## 2.4 User Acceptance Testing

- Send a fax through RightFax using the RightFax Fax Printer.
- Send a fax through RightFax using a custom cover sheet.
- Send a fax through RightFax using the FaxUtil client software.
- Send a fax through RightFax using the FaxUtil client software with Office and/or PDF file attachments as appropriate.
- Verify inbound fax routing to User mailboxes, network directories, email, or other destinations as appropriate.

## 2.5 Go-Live Criteria

- Assist in the verification of rerouting inbound fax DIDs or phone calls to the new System as appropriate.
- Assist in the verification of user access to the new System as appropriate.

### **3. Hardware, Software & Labor Provided by Advantage**

Pleaser reference Proposal Number 517273 ("Proposal"), sent under separate cover.

### **4. Terms & Conditions including Payment Terms**

All sales are considered special orders and are final. All products and professional services, including but not limited to computer memory, systems, components, and software orders are purchased "as is," without warranty of any kind and cannot be returned or refunded. Subject to OpenText's EULA:

Client shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this SOW including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this SOW shall acknowledge the County of San Bernardino as the funding agency and Advantage as the creator of the publication. No such materials, or properties produced in whole or in part under this SOW shall be subject to private use, copyright or patent right by Advantage in the United States or in any other country without the express written consent of Client. Copies of all educational and training materials, curricula, audio/visual aids, printer material, and periodicals, assembled pursuant to this SOW must be filed with Client prior to publication. All artwork, proofs, and/or negatives in either print or digital format for anything produced under the terms of this SOW are the property of Client. These items must be returned to the County within ten (10) days, upon written notification to the Contractor. In the event of a failure to return the documents, the County is entitled to pursue any available legal remedies. In addition, the Contractor will be barred from all future solicitations, for a period of at least six (6) months. All documents, data, products, graphics, computer programs and reports prepared by Advantage pursuant to this SOW shall be considered property of the Client upon payment for services (and products, if applicable). All such items shall be delivered to Client at the completion of work under this SOW. Unless otherwise directed by Client, Advantage may retain copies of such items.

Client is responsible for all applicable taxes imposed on the sale or use of any of the products and/or professional services provided under this SOW. Advantage makes no representations or warranties, either express or implied, with respect to the products or professional services provided hereunder, including without limitation any implied warranties of merchantability, fitness for a particular purpose or non-infringement. Except for claims arising from Advantage's indemnification obligations, willful misconduct, gross negligence and violations of law, Advantage's maximum aggregate liability under this SOW shall be limited to one million dollars (US\$1,000,000) and in no event shall Advantage be liable for any compensatory, special, consequential, incidental or similar types of damages. Advantage has no liability or responsibility for claims based, in whole or part, on the third party software or hardware. In the event that Client and Advantage enter into a separate Master Services Agreement ("MSA"), the

terms of such MSA, and not these Terms and Conditions of this SOW, shall apply to the professional services under this SOW.

Subject to OpenText's EULA:

Advantage agrees to indemnify, defend (with counsel reasonably approved by Client) and hold harmless Client and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this SOW from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by Client on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. Advantage's indemnification obligation applies to Client's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

Fees are as set forth in the Proposal. Fees for any third party hardware and software are due on delivery of such third party hardware and software. Fees for professional services provided by Advantage hereunder are due net thirty (30) days from completion of the project; provided that, except in the case of a delay mutually agreed to in writing, in the event that Advantage has used reasonable efforts to attempt to fulfill its duties and obligations but substantial completion of the professional services is delayed due to Client's delay or failure to perform its obligations under this SOW or failure to allow Advantage to perform the professional services, Advantage may, immediately invoice Client for the fees for professional services and Client agrees to pay such fees net thirty (30) days from date of invoice.

Advantage certifies that neither it nor its principals or subcontracts is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Advantage further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

Advantage shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any Client officer, employee or agent in an attempt to secure favorable treatment regarding this SOW. Client, by written notice, may immediately terminate this SOW if it determines that any improper consideration as described in the preceding paragraph was offered to any Client officer, employee or agent with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded. Advantage shall immediately report any attempt by a Client officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Advantage. The report shall be made to the supervisor or manager charged with supervision of the employee or the County of San Bernardino Administrative Office. In the event of a termination under this provision, Client is entitled to pursue any available legal remedies.

Advantage shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. Advantage shall

maintain these licenses, permits and/or certifications in effect for the duration of this SOW. Advantage will notify Client immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this SOW.

Nothing contained in this SOW shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

No news releases, advertisements, public announcements or photographs arising out of the SOW or Advantage's relationship with Client may be made or used without prior written approval of Client.

In the performance of this SOW, Advantage, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of Client.

Advantage shall obtain Client's written consent, which Client may withhold in its sole discretion, before entering into contract with or otherwise engaging any subcontractors who may supply any part of the services to Client. At Client's request, Advantage shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by Client, resumes of proposed subcontractor personnel. Advantage shall remain directly responsible to Client for its subcontractors and shall indemnify Client for the actions or omissions of its subcontractors under the terms and conditions specified in this SOW. All approved subcontractors shall be subject to the provisions of this SOW applicable to Advantage personnel. For any subcontractor, Advantage shall (i) be responsible for subcontractor compliance with the SOW and the subcontract terms and conditions; (ii) ensure that the subcontractor follows Client's reporting formats and procedures as specified by Client; and (iii) include in the subcontractor's subcontract substantially similar terms as are provided in this SOW. Upon expiration or termination of this SOW for any reason, Client will have the right to enter into direct contracts with any of the subcontractors. Advantage agrees that its arrangements with subcontractors will not prohibit or restrict such subcontractors from entering into direct contracts with Client.

The parties acknowledge and agree that this SOW was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this SOW will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue.

## **5. Assumptions & Client Responsibilities**

The following is a list of assumptions which will hold true throughout the entire SOW:

1. Client is responsible for the performance of its contractors or vendors engaged by it (other than Advantage) or delays caused by them in connection with the SOW.
2. Client shall obtain all consents necessary from third parties required for Advantage to perform its obligations hereunder.
3. Client will comply with all Client responsibilities listed in this SOW.

4. Client will grant the Advantage team appropriate system access needed for the performance of this SOW.

Unless otherwise specified herein, Advantage will provide the services under this SOW during normal business hours, 9:00 AM to 5:00 PM, ET, Monday through Friday, except holidays. If any of the services are being performed by Advantage at the Client site and if requested by Advantage, Client will provide after-hours access to its facilities to Advantage personnel. Out-of-town Advantage personnel may work hours other than those defined as normal business hours above to accommodate their travel schedules.

Advantage has relied on these underlying assumptions ("Assumptions") and they form the basis for this SOW, the time estimates and professional fees quotation for this effort. Any deviation from the Assumptions may cause changes to the time estimate, fees and expenses, deliverables, level of effort required, or otherwise impact Advantage's performance of the services and Advantage will be relieved of its obligations hereunder to the extent of such deviation or failure.

Client responsibilities listed in this section are in addition to any other responsibilities of Client herein. Advantage's performance is predicated upon the following responsibilities being fulfilled.

Assignment of a Client project manager or IT contact/liaison with the responsibility to manage Client resources and project schedule in cooperation with Advantage. Client project manager shall:

- manage Client personnel and responsibilities for this project
- serve as the interface between Advantage and Client regarding this project
- administer the change control procedure, if applicable
- participate in any project status meetings, if any
- resolve project issues and escalate issues within Client

The Director of Veterans Affairs or his/her designee shall represent Client in all matters pertaining to the services to be rendered under this SOW, including termination and assignment of this SOW, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Advantage. If this SOW was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this SOW.

Client to provide access by Advantage to staff and management at Client who are experts in the functional areas detailed in this SOW. These resources should be promptly available for questions and clarification of issues throughout the entire project.

Provide true and complete information and materials as may be reasonably required to enable Advantage to provide the services in this SOW.

Client is responsible for carefully reviewing the business and operational requirements documented in this SOW for accuracy, completeness and compliance with Client's functional goals for the system changes.


Client should reserve and deploy sufficient resources to perform testing as necessary. Client recognizes that its compliance with deadlines and issue resolution is critical for the meeting of scheduled milestones and any failure may result in a delay in the project.

**6. Date & Location of Work**

It is understood by Client that any work-specific start and end dates applicable to Advantage contained in this SOW, if any, are estimates and may be revised during this project. Nevertheless, Advantage will use reasonable efforts to meet those dates and notify you if we expect delays. The services hereunder will be provided remotely by Advantage unless specified otherwise in the SOW.

**7. Signatures**

The terms set forth in this SOW, including its appendices and documents included by reference, are intended by the parties as a final, complete and exclusive expression of the terms of their agreement with respect to the transactions contemplated by this SOW, superseding all prior understandings and agreements with respect to the subject matter hereof, and may not be contradicted, explained or supplemented by evidence of any prior agreement, any contemporaneous oral agreement or any consistent additional terms. Advantage agrees any alterations, variations, modifications, or waivers of the provisions of the SOW, shall be valid only when reduced to writing, executed and attached to the original SOW and approved by the person(s) authorized to do so on behalf of Advantage and Client. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

Advantage	Client
By: <u>Barry Malter</u>	By: <u></u>
Name: <u>Barry Malter</u>	Name: <u>Curt Hagman</u>
Title: <u>President</u>	Title: <u>Chairman, Board of Supervisors</u>
Date: <u>May 1st, 2020</u>	Date: <u>MAY 19 2020</u>

**8. Project Contacts & Location**

Installation Engineer:

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD LYNNA MONELL Clerk of the Board of Supervisors of the County of San Bernardino

By: 





**Name:** Mark Medak  
**Office Phone:** 917 386-1727  
**Email:** mmedak@atechnologies.com

**Account Manager:**

**Name:** Jim Marrone  
**Office Phone:** 212 710-5091  
**Email:** jmarrone@atechnologies.com

**Project Manager:**

**Name:** n/a  
**Office Phone:**  
**Email:**

**Project Documentation**

Please click and download document as needed.

Recommended Hardware & Software for OpenText RightFax 16EP6  
[http://atechnologies.com/docs/ati\\_rfxsystemrequirements\\_ds.pdf](http://atechnologies.com/docs/ati_rfxsystemrequirements_ds.pdf)

Brooktrout SR140 Interoperability List for Support IP-Based Phone Systems  
<http://www.atechnologies.com/foipinterop.pdf>

OpenText RightFax Installation Guide Supplement for Cisco Integration  
<http://atechnologies.com/docs/OTRFXCISCOIGSUPP.pdf>

OpenText Fax Gateway Interoperability Guide  
<http://www.atechnologies.com/docs/otfginteropguide.pdf>

Advantage T1 Tie Line Pinout Guide  
<http://www.atechnologies.com/docs/t1tielineconfig.pdf>

RightFax Client Install supplemental guide  
[http://www.atechnologies.com/admindocs/rfx\\_client\\_install\\_sup\\_guide.pdf](http://www.atechnologies.com/admindocs/rfx_client_install_sup_guide.pdf)

Advantage System Administrator Training Outline  
<http://www.atechnologies.com/docs/rfxsatg.pdf>



Advantage End User Training Outline

<http://www.atechnologies.com/docs/rfxeuto.pdf>

## 9. References

OpenText End User License Agreement "EULA", as executed between Open Text and the County of San Bernardino on April 21, 2020.

**ATTACHMENT A**  
**PROPOSAL**



575 Westfield Road  
 Scotch Plains, NJ 07076  
 Phone: (212) 717-7700 Fax: (212) 710-5099



**SOLD TO:**  
 County of San Bernadino  
 Wajeeha Khan  
 385 N Arrowhead Avenue  
 San Bernadino, CA 92415



# PROPOSAL

EXPIRES	PAGE	DATE	ESTIMATE
7/31/2020	1 of 2	04/23/20	517273
CURRENCY	TERMS	REP	SHIP V/A
USD	NET 60	jmarrone	ESD

**Quote Reference:** New RightFax System Licenses, Support and Installed Remotely

ITEM	DESCRIPTION	QTY	UNIT PRICE	TOTAL
OTRF-BIZ	RightFax Business Edition Includes: 1 Document Delivery Channel, Unlimited User Clients, Web Access Client, Secure SMTP Mail gateway for connection to cloud based and on-premise email systems.	1	\$2,095.00	\$2,095.00
OTRF-CHUP-EFE	RightFax FoIP Upgrade Fax Channel License, requires existing RightFax legacy fax channel	1	\$578.00	\$578.00
OTRF-CHUP-FE	RightFax IP-Enabled Additional Fax Channel License	2	\$1,518.00	\$3,036.00
OTRF-PDF	RightFax PDF Module Converts PDF and Postscript documents into outbound faxes. Can be used with any RightFax server.	1	\$1,990.00	\$1,990.00
OTRF-SSUP-3YR	ASP Support and Maintenance for RightFax Software, 3-Year. Includes support by phone, email, and remote access. Also includes access to the RightFax Knowledge Center web portal, full and point upgrade media on versions released during the active term of the contract. All upgrade media is provided to the customer upon request and downloadable from the downloads section of the RightFax Knowledge Center.	1	\$5,312.34	\$5,312.34
SON-NFD24	Sonus SBC1000 Network Fax Device, supports up to 24 channels of fax (single span), field upgradable for an additional 24 channels of fax and to support SIP	1	\$2,400.00	\$2,400.00
SON-SUP-1YR	Sonus Support for 1000 Series Network Fax Device, includes technical support and advanced unit replacement. Price shown is per year. Quantity is 3 years.	3	\$432.00	\$1,296.00
PS-RL003	Remote Installation and Configuration Services for RightFax, a statement of work (SOW) will be submitted upon initial project approval. Initial project includes installation, configuration and testing for new RightFax system on a customer provided virtual or physical server. A detailed SOW will be prepared during a required technical call prior to installation. SOW must be reviewed and agreed upon before any work can take place. System will be connected to PSTN via Sonus Gateway.	1	\$3,500.00	\$3,500.00
AT-EUT	Advantage Technologies End User/Administrator Training. Includes up to 4 hours provided remotely. Training can be broken into 2 sessions and recorded. Training must be scheduled according to mutually agreeable dates/times.	1	\$1,000.00	\$1,000.00
SHIPPING	Shipping & handling for above order	1	\$125.00	\$125.00
AT-DISC-G	Discount can be applied to above listed items if purchased on or before July 31, 2020 and invoice is paid within net 30 day terms. Final discount will change if configuration changes. If you have any questions regarding this proposal, please contact your Advantage Technologies Account Manager.	1	-\$2,500.00	-\$2,500.00

Jim Marrone  
 212 710-5091  
 jimarrone@atechnologies.com

**SOLD TO:**

County of San Bernardino  
 Wajeeha Khan  
 385 N Arrowhead Avenue  
 San Bernardino, CA 92415

**OPENTEXT  
 CERTIFIED**

# PROPOSAL

EXPIRES	PAGE	DATE	ESTIMATE
7/31/2020	2 of 2	04/23/20	517273
CURRENCY	TERMS	REP	SHIP VIA
USD	NET 60	jmarone	ESD

**Quote Reference:** New RightFax System Licenses, Support and Installed Remotely

ITEM	DESCRIPTION	QTY	UNIT PRICE	TOTAL
------	-------------	-----	------------	-------

**Customer Authorization**

By signing below, Customer's duly authorized purchasing representative, represents that he/she has read, understands, and agrees to the terms of this proposal.

SIGNATURE

DATE

NAME (PLEASE PRINT)

TITLE

ACCOUNTS PAYABLE CONTACT NAME

ACCOUNTS PAYABLE FAX NUMBER

ACCOUNTS PAYABLE DIRECT PHONE

**Accounts Payable Contact**

All invoices are provided as fax copy. Please provide an accounts payable contact, fax number, and direct phone number. Our invoice, W9, and a copy the original PO will be faxed directly to accounts payable.

**Proposal Total:****\$18,832.34**

\* Out of state customers - No Sales Tax. Tax exempt organizations must provide a valid tax exempt certificate or a tax exempt number must appear on your purchase order. Applicable sales tax and shipping charges will appear on your final invoice. All applicable shipping & handling charges will appear on the final invoice to the customer.

Please sign and complete the Accounts Payable Contact section and submit this proposal, along with a valid Purchase Order to your Advantage Technologies Representative for processing.

**RETURN POLICY & CONDITIONS**

(Support handbooks and contract details are downloadable here: [www.atechnologies.com/support](http://www.atechnologies.com/support))

All products and services, are purchased "as is," without warranty of any kind (express or implied) and cannot be returned or refunded. Advantage Technologies, Inc. ("ATI") is a reseller of software, and any software licensed under this Proposal is subject to the applicable third party end user license agreement. Payment(s) not received within the above terms from the date of invoice will result in an additional charge of 1.5% per month (18.00% annually), or the maximum allowable rate, whichever is less. ATI shall be entitled to recover from purchaser all costs incurred by ATI in connection with collection of unpaid fees or expenses hereunder, including without limitation reasonable attorneys' fees. Purchaser is responsible for all taxes imposed on the sale or use of any of the products and/or services provided under this Proposal. ATI makes no representations or warranties, either express or implied, with respect to the products or services provided hereunder, including without limitation any implied warranties of merchantability, fitness for a particular purpose or non-infringement. Advantage's maximum aggregate liability under this Proposal shall be limited to the purchase price paid by purchaser to Advantage for the applicable product or services (or part thereof) that is the subject of the claim or liability and in no event shall ATI be liable for any compensatory, special, consequential, incidental or similar types of damages. ATI has no responsibility or liability for any claims based, in whole or part, on the third party software or hardware. In the event that purchaser and ATI enter into a separate statement of work for the services hereunder ("Statement of Work") or Master Services Agreement ("MSA"), the terms of such Statement of Work or MSA, and not these Terms and Conditions, shall apply to the services under this Proposal.