

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



Contract Number

21-514

SAP Number

Department of Public Health

Department Contract Representative
Telephone Number

Michael Shin, Contract Analyst
 (909) 386 - 8146

Contractor
Contractor Representative
Telephone Number
Contract Term
Original Contract Amount
Amendment Amount
Total Contract Amount
Cost Center

Biscom, Inc.
 Vannary Yem
 (978) 367 - 3530
 August 5, 2021 – August 4, 2026
 NTE \$125,000
 \$0
 NTE \$125,000

Briefly describe the general nature of the contract: Software and Standard license agreement with Biscom, Inc., for a total dollar amount not to exceed \$25,000 annually or \$125,000 for the total five (5) year term, pertaining to the license, maintenance, and support of Biscom software used by the Department of Public Health (DPH) to send/receive secure fax documents to DPH Electronic Health Record (EHR) system for the period of August 5, 2021 through August 4, 2026.

FOR COUNTY USE ONLY

Approved as to Legal Form

Adam Ebright
 Adam Ebright, Deputy County Counsel
 Date July 15, 2021

Reviewed for Contract Compliance

Becky Giroux
 Becky Giroux, HS Contracts Manager
 Date July 15, 2021

Reviewed/Approved by Department

Andrew Goldfrach
 Andrew Goldfrach, Interim Director
 Date July 15, 2021



Master Services and Software License Agreement

This Master Services and Software License Agreement (this "Agreement") by and between Biscom, Inc., a Massachusetts corporation, having its principal office at 10 Technology Park Drive,

Westford, MA 01886 ("Biscom" or "Party") and San Bernardino County, Dept. of Public Health a

Government Agency having a principal place of business at

351 North Mt. View Avenue, San Bernardino, CA 92415-0010

("Customer", "Party", or collectively with Biscom, the "Parties") is entered into as of the last date that this Agreement is executed whether by Biscom or Customer (the "Effective Date").

This Agreement sets forth the terms and conditions for the purchase, delivery, use and support of Biscom Products and Services as detailed in the Schedules that may be attached hereto, including any Quote(s), which are hereby incorporated by reference.

In consideration of this Agreement, the Parties agree as follows:

1. **Definitions.**

1.1. "Account" means the unique Biscom account that each Customer may be required to create and register with Biscom to access and use certain Products and Services.

1.2. "Affiliate" shall mean any legal entity that directly or indirectly controls, is controlled by, or is under common control with a Party, where "control" means (a) ownership of 50% or more of the equity of such Party or entity, or (b) the power to direct or cause the direction of the management and policies of such Party or entity.

1.3. "Biscom Proprietary IP" means Biscom's proprietary information, materials, prototypes, themes, inventions, computer software, programs, files, specifications or any document related thereto that were known or possessed by Biscom relating to the Products or the provision of Services hereunder and any change/enhancements to the foregoing made by or on behalf of Biscom during the Term including, but not limited to the Software and Services and any and all related updates, revisions, extensions, derivative works thereof and corrections to the Software enabling the Services or that add additional features, functionality or capabilities to such Services.

1.4. "Customer Proprietary IP" means all of Customer's proprietary information, including but not limited to, patents, trademarks, service marks, copyrights, trade secrets, computer software, designs and formulas that Customer owns or licenses prior to the Effective Date or independent of this Agreement.

1.5. "Hardware" means all physical computer hardware and other equipment, components and parts supplied by Biscom (including all future upgrades, enhancements, substitutions and other

modifications thereof) including but not limited to, Vega Gateways, Digital Media Gateways (“DMGs”), XCAPI components and Dialogic fax boards.

1.6. “Products” means all Hardware, Software, Software Maintenance Releases, Professional Services and updates and upgrades provided by Biscom under this Agreement, including all associated documentation, and instructions.

1.7. “Professional Services” means those services including but not limited to design, consultation, installation, configuration and training set forth on a Schedule that may or may not be related to the Products.

1.8. “Quote” means such purchase orders, quotations or order forms, works orders, statements of work (“SOW”), and similar agreements between Biscom and Customer for the purpose of ordering and providing Products and Services, each such Quote to be incorporated into and to become a part of this Agreement.

1.9. “Schedule” means such associated documents, including but not limited to, Quote(s), the Schedule of Exceptions, and any applicable Service and Support Agreement that may be attached to this Agreement, each of which shall be incorporated into and become a part of this Agreement.

1.10. “Schedule of Exceptions” means the schedule of exceptions attached hereto as Attachment A identifying in detail Customer’s changes to specific sections of this Agreement (if any), which, upon acceptance by Biscom, shall be deemed incorporated herein.

1.11. “Services” means all Software as a Service (“SaaS”) provided by Biscom pursuant to this Agreement (including all future upgrades, versions, and other modifications thereof), including but not limited to FAXCOM Anywhere, Biscom 123, Biscom SecureMail, Biscom Cloud, Transit, and Biscom Digital Fax and any and all other services relating thereto and to the Products including training and support.

1.12. “Support, Maintenance, and Update (SMU)” means the technical support, maintenance and software updates that Biscom provides for its Products and Services. An applicable Service and Support Agreement may be attached to this Agreement as a Schedule and which shall identify the level of SMU available to the applicable Products and Services purchased by Customer.

1.13. “Software” means all Biscom (a) computer programs, including any and all software implementation of algorithms, models and methodologies, whether in source code, scripts, web pages, object code, human readable form, or other form; (b) databases and compilations, including any and all data and collections of data, whether machine readable or otherwise; (c) descriptions, flow charts, design specifications, and other work products used to design, plan, organize, and develop any of the foregoing; (d) screens, user interfaces, report formats, firmware, development tools, templates, menus, buttons, and icons; and (e) documentation, including user manuals and other training documentation, relating to any of the foregoing, that used, provided, accessed, or downloaded in connection with the Products and/or Services provided by Biscom.

2. **Term.** This Agreement will commence on the Effective Date and will remain in full force and effect until terminated by either Party in accordance with the terms of this Agreement. This Agreement shall automatically renew for an additional one (1) year upon the execution of a new Quote. New Products and Services may require additional terms and conditions. Biscom Services will not be authorized until a signed Quote or other form of purchase order (or the registration of an Account) is accepted by Biscom, whichever is first.

3. **Payment Terms.**

3.1. **Software and Services.** All Biscom Software and Services are subject to the following payment terms:

(a) **Fees.** Usage of the Services provided by Biscom may require payment of license fees, subscription or access fees including an "Activation Fee", a "Monthly Fee", a "Usage Fee", storage fee, or a "Line Charge Fee" (collectively, the "Fees") as may be set forth in the applicable Quote. When using a Service, Customer agrees to pay all applicable Fees within thirty (30) days of receiving an invoice from Biscom, unless otherwise specified in the applicable Quote or by Biscom, in addition to all applicable taxes and other fees Customer accrues through usage of the Service. Customer expressly authorizes Biscom to charge the payment method Customer provided during account registration, when updated within the Service or on an applicable Quote (or as updated by Customer thereafter) (the "Payment Method") for the Services Customer has chosen. Except as set forth under "Termination" below, all Fees are non-refundable. All Fees and applicable taxes, if any, are payable in United States dollars.

(b) **Recurring Billing.** Most subscription plans to the Services consist of an initial period, for which there is a one-time charge, followed by recurring periodic charges as agreed to by Customer (e.g., annually or monthly). Customer acknowledges and agrees that its subscription has an initial and recurring payment feature and Customer accepts responsibility for all recurring charges prior to cancellation. Biscom may also periodically authorize Customer's Payment Method in anticipation of Fees or related charges.

(c) **Auto-renewal.** Unless otherwise noted, or if Customer provides 60 day notification, the Attached Quote, or Subscriptions to the Services will be auto-renew for a period of one (1) year with a fee increase of five percent (5%) annually.

3.2. **Hardware and Professional Services.** Biscom invoices upon shipment of the Products unless otherwise specified in the applicable Quote. Invoices are due to be paid within thirty (30) days of the date of the invoice, unless otherwise specified in the Quote or by Biscom. Purchases of Products or Professional Services may be subject to prior credit approval. Payment obligations are non-cancelable, fees paid are non-refundable, and all amounts payable will be made without setoff, deduction, or withholding. If a delinquent account is sent to collections, Customer is responsible for all collection and attorneys' fees. In the event the Customer chooses a phased deployment of the Products in the Quote, the Quote pricing is subject to change if the phased deployment changes.

3.3. **Failure to Make Payment.** Biscom reserves the right to suspend or terminate the Services or withhold shipment of the Products without notice upon rejection of Customer's Payment Method or if Customer's card issuer or bank (or their agents or Affiliates) seeks return of payments previously made to Biscom when Biscom reasonably believes Customer is liable for the charge. Such rights are in addition to and not in lieu of any other legal rights or remedies available to Biscom.

4. **Taxes.** All Product pricing is exclusive of any applicable sales, use or other taxes associated with purchases. Unless Biscom is provided with a valid and correct tax exemption certificate applicable to the purchase and ship-to location, Customer is responsible for sales and other taxes associated with all purchases (except for taxes based on Biscom's net income, gross revenue or employment obligations) and authorizes Biscom to add such sales, use or other taxes to the cost of the Products where applicable.

5. **Shipping; Title; Risk of Loss; Rejection.** Biscom reserves the right to make partial shipments and the Products may ship from multiple locations. All shipments are FOB Shipping Point via common carrier and title and risk of loss pass to Customer upon delivery to the common carrier by Biscom. Customer is responsible for any shipping charges. Shipping dates are estimates only. Customer may reject any Products that do not match the Products listed in the Quote, are damaged, or non-functional upon receipt (a "Nonconforming Product") by providing Biscom written notice of the rejection within ten (10) days of shipment. In the event Customer receives a Nonconforming Product, Customer's sole remedy is to return the Product to Biscom for repair or replacement as further described in the Warranties section below. Failure to notify Biscom within the ten (10) day rejection period will be deemed as acceptance of the Product.

6. **Returns.** Except as otherwise provided for in this Agreement, all sales are final and no refunds or exchanges are allowed, except for warranty returns or as provided by state or federal law.

7. **Warranties.**

7.1. **Software.** Biscom warrants that any Software, as delivered by Biscom and when used in accordance with the documentation accompanying the Software and with the terms of this Agreement, will perform substantially in accordance with such documentation for a period of ninety (90) days from the date of delivery of the Services and Software; provided, however, that Biscom shall not be liable under this warranty if the Software has been modified or altered by anyone other than Biscom or authorized by Biscom, if the Software has been abused or misapplied, or if Customer has failed to incorporate all upgrades provided to it by Biscom. Biscom warrants that the Software, including upgrades, does not and shall not contain any viruses, malicious code, trojan horse, worm, time bomb, self-help code, back door, or other software code or routine designed to: (i) damage, destroy, or alter any software or hardware; (ii) reveal, damage, destroy, or alter any data; (iii) disable any computer program automatically; or (iv) permit unauthorized access to any software or hardware; or (v) otherwise impede or harm in any manner Customer's information technology systems or Customer's provision of services to any third party, in whole or in part. Biscom further warrants that the Software will materially comply with all applicable laws, ordinances, rules, regulations, orders, licenses, permits and other governmental requirements

7.2. **Hardware Limited Warranty.** Biscom warrants that its Hardware Products are free from defects in workmanship and materials for a period of one (1) year from the date of receipt. If a valid warranty

claim for a Hardware Product is received by Biscom within the warranty period, Biscom agrees to repair or replace the Product that Biscom determines in its sole discretion to be defective under normal use, as defined in the Product instructions. Biscom's sole responsibility under this warranty is to either repair or replace with the same or like Product, at Biscom's option. A replacement Product will be the same or like and have the remaining warranty period of the original Product or ninety (90) days from the date of replacement or repair, whichever period is longer. When a Product or part is exchanged, any replacement item becomes Customer's property and the replaced item becomes Biscom's property.

7.3. Services and Professional Services Limited Warranty. Biscom warrants that the Services and Professional Services will be performed in a professional and workmanlike manner in accordance with generally accepted industry practices and shall be free from defects. Biscom further warrants that it shall maintain sufficiently trained personnel to promptly and efficiently perform the Services and Professional Services contemplated under this Agreement and/or Schedules. Biscom further warrants that the Services and Professional Services will materially comply with all applicable laws, ordinances, rules, regulations, orders, licenses, permits and other governmental requirements.

7.4. Warranty Returns. In the event of a breach of the warranty set forth in Section 7.1, 7.2 or 7.3, as Customer's sole and exclusive remedy, Biscom will, at Biscom's expense, correct the deficient Service, Software, Professional Service, or documentation, as applicable, and if Biscom is unable to correct such deficient Service, Software, Professional Service, or documentation as warranted, Biscom may terminate this Agreement and refund a reasonable allocation of the fees paid by Customer for such deficient Software, Service, Professional Service, or documentation, as the case may be, and such refund shall be Biscom's entire liability. Any other software and any hardware furnished with or accompanying the Software and not provided by Biscom is not warranted by Biscom.

8. Warranty Limitations.

8.1. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT (INCLUDING ANY QUOTES, SCHEDULES OR SOWS), THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND BISCOM EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OR REPRESENTATIONS (EXPRESS OR IMPLIED) WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT OR ITS OBLIGATIONS HEREUNDER WITH RESPECT TO THE PRODUCTS AND SERVICES, INCLUDING ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR AGAINST INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, BISCOM DOES NOT WARRANT THE RELIABILITY, AVAILABILITY, TIMELINESS, QUALITY, SUITABILITY, ACCURACY, OR COMPLETENESS OF THE PRODUCTS AND SERVICES, OR THE RESULTS CUSTOMER MAY OBTAIN BY USING THE PRODUCTS AND SERVICES, AND OR THAT THE PRODUCTS, SERVICES, OR THE OPERATION THEREOF IS OR WILL BE ACCURATE OR ERROR-FREE OR MEETS OR WILL MEET CUSTOMER'S REQUIREMENTS.

Biscom makes no guarantees that the Products and Services will satisfy Customer's compliance requirements with respect to security, confidentiality, and other compliance rules and regulations.

8.2. The warranties do not apply to, and Biscom will not be responsible for, any loss, data loss,

damage, or other liabilities to the extent the foregoing is arising from damages: (a) from Customer's failure to follow instructions relating to use of the Product, or Services; (b) caused by Customer's use with non-Biscom products or from Customer's use of components not manufactured or recommended by Biscom; (c) caused by abuse, misuse, intentional or deliberate damage to the Products, or force majeure; (d) to a Product or part that has been repaired or modified by persons other than Biscom authorized personnel unless otherwise directed by Biscom; or (e) to any Biscom Product whose serial number has been removed or defaced.

8.3. To the extent permitted by law, the warranties and remedies set forth herein are exclusive and Biscom disclaims all other warranties, remedies, conditions, whether oral or written, statutory or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by other provisions contained in this Agreement.

9. Limitation of Liability; No Special Damages.

9.1. Biscom's cumulative liability to any party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any Biscom Product will not exceed the purchase price paid to Biscom for the Products, or if for Services, the total fees paid for such Services over the prior twelve (12) months preceding the event giving rise to such loss or damages.

9.2. In no event shall either party be liable for any direct, special, indirect, incidental, exemplary, punitive, or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort, or under any other legal theory.

10. Modifications to Services; Design Changes; Maintenance; Outages.

10.1. Modifications to Services. Subject to Section 14 (Intellectual Property Indemnification), Biscom reserves the right to modify, change, alter features, or to discontinue any of Biscom's Products and Services without incurring any obligation to notify the Customer or to make the same change to Products and Services previously purchased. Subject to the foregoing, Biscom shall not be liable to Customer or any third-party to exercise its rights under this section.

10.2. Design Changes. Biscom reserves the right to make design changes or other modifications to Biscom's Products without incurring any obligation to notify the Customer or to make the same change to Products and Services previously purchased. Biscom shall not be liable to Customer or any third-party to exercise its rights under this section.

10.3. Maintenance; Outages. Biscom regularly schedules maintenance to ensure the Services are running properly. Biscom will provide a notice to its users ahead of any planned maintenance. Biscom will use reasonable efforts to perform this maintenance during times of light usage. If an unplanned outage occurs, Biscom will make all reasonable efforts to notify and provide status updates for returning to normal service. If an unplanned outage exceeds twenty-four (24) hours, Biscom will credit user accounts for the outage based on the amount of time the Service is out, up to but not exceed the price paid by the user for a

single month.

11. Account Content and Files; Security.

11.1. Customer User Content and Files. All files, folders, messages, comments, and other user information and content created or uploaded by Customer (including any information or data therein) that may be accessed, stored, sent, received, edited, synchronized, shared, or otherwise organized or managed as part of the Services, will not be monitored, disclosed, or changed by Biscom without Customer's permission unless otherwise permitted by this Agreement or required by law. Customer is responsible for the content and files Customer places in Customer's Account.

11.2. Biscom shall not be responsible for any loss of any data or information contained in Customer's Account. However, Biscom shall maintain reasonable safeguards to prevent unauthorized use or access to any such data or information contained in Customer's Account. For files or content that violate the terms of service, user policies, size limits, transfer frequency limits, or bandwidth limits, Biscom reserves the right to terminate the associated accounts, and delete any content that may be in violation of these terms of service. Files or content that are deleted from the Biscom service cannot be undeleted or retrieved.

11.3. Account Security. As part of the registration process, Customer may be required to provide an email address and select a password. Customer's account will have a username for the Service. Customer is entirely responsible for maintaining the confidentiality of its password and Account information. Customer agrees to immediately notify Biscom of any unauthorized use of its Account or any other breach of security known to Customer regarding Customer's Account. Biscom agrees to promptly notify Customer of any authorized use or breach of security known to Biscom.

11.4. Storage of Data. Customer acknowledges that for certain Services, Biscom may store data on computers that are located outside of the jurisdiction in which the Customer data originated. Biscom has no control of the destination a customer may send data using the Service.

11.5. Audit Reports - Upon Customer's request and once per calendar year, Biscom will provide a copy of their 3rd party SSAE 18 Type II or SOC 2 Type II audit reports (or their equivalent successor standards) as it pertains to the Services. For written Customer questionnaires that require more than one hour to answer, Biscom will charge Customer \$200 per hour to complete such questionnaire. Biscom reserves the right to answer or not answer questionnaires at its sole discretion.

12. Insurance. Biscom will maintain, at Biscom's own expense and in effect during the Term, Commercial Liability Insurance, Worker's Compensation Insurance, and Commercial Automobile Insurance, and will furnish certificates of insurance or self-insurance upon request.

13. Indemnification.

13.1. Customer's Indemnification. Customer hereby agrees to, at its own expense, to indemnify, defend and hold Biscom and its subsidiaries, Affiliates, officers, directors, agents, and employees harmless from third party claims including and against all loss, cost, damages, liability, or expense arising out of or relating to third party claims regarding:

(a) Any fraud or breach of this Agreement by Customer or its subsidiaries, Affiliates, officers,

directors, agents, and employees;

- (b) Any negligent act, error, or omission, or willful misconduct of Customer under or related to this Agreement, except if caused by the negligent acts, omissions, or willful misconduct of Biscom or claims that fall under Biscom's Workers Compensation coverage;
- (c) Customer's violation or alleged violation of any law or the rights of a third-party; or
- (d) Any illegal or threatening activity resulting from Customer's Use of the Products, Software of Services provided by Biscom.

Biscom will have the right to participate in its defense and hire counsel of its choice, at its own expense. Customer shall not settle any action or claims on Biscom's behalf without the prior written consent of Biscom.

13.2. Biscom's Indemnification. Biscom hereby agrees to, at its own expense, to indemnify, defend and hold Customer and its subsidiaries, Affiliates, officers, directors, agents, and employees harmless from and against all loss, cost, damages, liability, or expense arising out of or relating to:

- (a) Any fraud or breach of this Agreement by Biscom or its subsidiaries, Affiliates, officers, directors, agents, and employees; or
- (b) Any negligent act, error, or omission, or willful misconduct of Biscom under or related to this Agreement, except in the case of negligent acts, omissions, or willful misconduct of the Customer or claims that fall under its Workers Compensation coverage.

Customer will have the right to participate in its defense and hire counsel of its choice, at its own expense. Biscom shall not settle any action or claims on Customer's behalf without the prior written consent of Customer.

14. Intellectual Property Indemnification. Biscom will defend, indemnify, and hold the Customer and its subsidiaries, Affiliates, officers, directors, agents, and employees harmless from and against any claims, damages losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third-party claim alleging that any Biscom Products or Services infringes or misappropriates the intellectual property rights of a third-party. Customer must provide Biscom with prompt written notice of such a claim, tender to Biscom the defense or settlement of such claim at Biscom's expense and cooperate fully with Biscom in the defense or settlement of such a claim.

Biscom has no liability to the Customer or any third party if any alleged infringement or claim of infringement is to any extent based upon (a) any modification of the Products or Services by the Customer or any third-party not approved or recommended by Biscom; (b) use of the Products or Services in connection or in combination with equipment, devices, or services not approved or recommended by Biscom; (c) the use of Products or Services other than as permitted under this Agreement or in any manner for which it was not intended; or (d) the use of any other than the most current release or version of any

Software provided by Biscom as part of or in connection with the Products or Services. Nothing in this section will affect any warranties in favor of the Customer that are otherwise provided in or arise out of this Agreement.

15. Intellectual Property Rights; License Grant.

15.1. General. Biscom Proprietary IP will remain the sole and exclusive property of Biscom; and Biscom Proprietary IP will be considered and treated as Confidential Information of Biscom. Customer shall not unbundle any embedded Biscom Proprietary IP and shall not use or disclose or resell Biscom Proprietary IP in any manner. Customer shall not have the right to assign, except as permitted in this Agreement, or sublicense the rights in the Biscom Proprietary IP granted under this Section. Customer Proprietary IP and its confidential information will remain the sole and exclusive property of Customer; and Customer Proprietary IP and confidential information will be considered and treated as Confidential Information of Customer.

15.2. License Grant. Biscom hereby grants to Customer (if and when ordering and/or purchasing the Software) and Customer Affiliates a non-exclusive, world-wide, enterprise-wide, irrevocable, fully paid-up license to access, install (to the extent required for user access), and for users to use, the Software and its documentation, manuals and specifications on any model, size, power or level computer, irrespective of the number of processors, for the time period(s) and fee set forth in the applicable Schedule or Quote. Biscom grants to Customer and Customer Affiliates if and when ordering the Services a world-wide, non-exclusive, royalty-free license to use Biscom Proprietary IP for the number of users identified in the applicable Schedule to access and use the Services.

15.3. Customer Data. In connection with certain Services involving the transmission of content or data, including fax data, such data belongs to Customer ("Customer Data"), and Biscom makes no claim to any right of ownership in it. Customer Data is Customer's Confidential Information and will not be accessed, used or disclosed by Biscom except in connection with the performance of this Agreement. By posting or permitting Customer Data to be posted, Customer represents and warrants to Biscom that Customer is the owner of all rights to that Customer Data, or that Customer otherwise has the right to reproduce and distribute it. Biscom shall not use or sell Customer Data for any commercial purpose.

15.4. Trademarks. Biscom, the Biscom logo, and all other Biscom trademarks, service marks, product names, and trade names of Biscom are owned by Biscom. All other trademarks, service marks, products names, and logos appearing on the Biscom Software are the property of their respective owners. Customer may not use or display any trademark, service mark, product name, trade name, or logo appearing on or from any Biscom Product or Biscom server without Biscom's prior written consent. During the term of this agreement, Biscom may (i) announce to the public that it is a vendor of the customer and (ii) advertise the use of the products on the Biscom website and presentations.

15.5. Promotion. During the term of this agreement and so long as Biscom does not breach its confidentiality obligations, Biscom may list Customer on its customer list, generally describe the nature of the Services performed for Customer, for business promotion and marketing purposes, including logo appearing on the Biscom website and the option to include a case study (with written permission and approval by Customer) as an example of Biscom's services and abilities.

16. Customer Representations. Customer represents and warrants as follows:

- (a) That Customer possesses the legal right and ability to enter into this Agreement.
- (b) That Customer agrees to be financially responsible for its use of the Products or Services and to comply with its responsibilities and obligations as stated in this Agreement.
- (c) That Customer is responsible for regularly reviewing the Biscom website to obtain timely notice of amendments, updates and notifications. Customer shall be deemed to have accepted such amendments, updates and notifications by continuing to use the Services after such amendments have been posted or information regarding such amendments has been sent to Customer.
- (d) That for Services providing for the transfer and storage of data, Customer has all rights necessary to allow for the data to pass through computers outside of the jurisdiction in which such Customer data originated. Customer further warrants and covenants and agrees that Biscom's pass-through of data on computers located outside of the jurisdiction in which such data originated does and will not breach any applicable third party right or applicable law, regulation, convention, by-law, ordinance, or treaty. Customer grants Biscom all such licenses and permissions necessary for Biscom to store such Customer data on computers located outside the jurisdiction in which such data originated.
- (e) That Customer is responsible for (i) Customer's use of Biscom Products or Services (including any activities under any Accounts registered in Customer's name or used by Customer employees or agents); (ii) breach of this Agreement or violation of applicable law by Customer or any of the Customer's end users; (iii) a dispute between Customer and any third-party over Customer's use of Biscom Products or Services; (iv) any hardware or networks that Customer connects with the Products or Services; and (v) any security settings the Customer establishes to interact with or on the Products or Services.

17. General Prohibitions. As a condition to Customer's use of any Biscom Products or Services, Customer agrees not to:

17.1. Upload, store, access, or transmit any file that violates copyright that Customer does not have permission to share, that infringed on any intellectual property rights, patent, or trade secret, that violates the privacy rights of any person or organization, that is defamatory, obscene, offensive, or pornographic, that contains content that is racist, bigoted, defamatory, or harmful to any individual or group, or violates law or regulation or would give rise to civil liability;

17.2. Access, tamper with, or use any non-public areas of the Services or Biscom's servers or computer systems, or any other service providers involved in providing the Products and Services to Customer;

17.3. Probe, scan, or test (or attempt to do any of the foregoing) the vulnerability of the Products or Services, or any related Biscom system, or Biscom network, or breach any security or authentication measures used by Biscom in connection with the Products or Services and such systems and networks;

17.4. Decipher, decompile, disassemble, create derivatives of, or reverse engineer (or attempt to do any of the foregoing) any Products and/or Software used to provide the Services, or take steps to discover Confidential Information (as defined below) or trade secrets in the Products and Services;

17.5. Build or assists someone else to build a competitive solution using similar ideas, features, functions, or graphics of the Products and Services;

17.6. Harm or threaten to harm other users in any way, or interfere with, or attempt to interfere with, the access of any user, host, or network, including without limitation, by sending a virus, overloading, flooding, or spamming the Services;

17.7. Send unsolicited email, junk mail, spam, chain letters, promotions, or advertisements for products or services;

17.8. Impersonate or misrepresent Customer's affiliation with any person or entity;

17.9. Violate any applicable law or regulation; or

17.10. Encourage or enable any other individual or organization to do any of the foregoing.

17.11. Biscom will have the right to investigate and prosecute violations of any of the foregoing, including without limitation, possible infringement of any intellectual property rights and possible security breaches to the fullest extent of the law. Biscom may involve and cooperate with law enforcement authorities in prosecuting users who violate this Agreement. Customer acknowledges that, although Biscom has no obligation to monitor Customer's use or access to the Products or Services, it has the right to do so for the purposes of operating the Products or Services, to ensure Customer's compliance with this Agreement, or to comply with applicable law, or the order or other requirement of a court, administrative agency, or other governmental body.

17.12. No Resale. Customer's right to use the Service is personal to Customer. Customer may be either an individual or a corporation or business entity, but it agrees not to resell the use of the Service. If Customer desires to discuss becoming an authorized reseller of the Service, please contact Biscom at sales@biscom.com.

18. Confidentiality. As used in this Agreement, "Confidential Information" means all confidential information disclosed by a Party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. However, Confidential Information will not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (c) is received from a third party without breach of any obligation owed to the Disclosing Party; or (d) was independently developed by the Receiving Party without use of, or reference to, the Disclosing Party's Confidential Information. Except as otherwise permitted in writing by Disclosing Party, Receiving Party will (i) use the same degree of care that it uses to protect the confidentiality of its own Confidential Information of like kind (but in no

event less than reasonable care); (ii) not disclose or use any Confidential Information of Disclosing Party for any purpose outside the scope of this Agreement; and (iii) limit access to Confidential Information of Disclosing Party to those of its employees, contractors, and agents who need such access for purposes consistent with this Agreement and who are bound by confidentiality obligations at least as stringent to those in this Agreement. For the avoidance of doubt, Receiving Party may disclose Confidential Information of Disclosing Party if it is compelled by law to do so, provided that Receiving Party: (A) uses reasonable efforts to minimize any such disclosure and, to the extent permitted by applicable law, and assists the Disclosing Party in preventing or restricting the disclosure; (B) where practicable and permitted by applicable law, gives the Disclosing Party prompt written notice of such requirement to disclose to enable the Disclosing Party to seek an appropriate protective order; and (C) uses reasonable efforts to require the recipient of such Confidential Information to preserve the confidential nature of the Confidential Information once disclosed.

19. Privacy Policy. Biscom is dedicated to establishing trusting relationships with its customers, based on respect for personal identity and information. To demonstrate our commitment to customer privacy, Biscom has developed a Privacy Policy. Biscom's current privacy policy is posted at <https://www.biscom.com/privacy-policy/>. Biscom reserves the right to change or update this Privacy Policy at any time. When any such changes are made, Customer will find updates on the Biscom web site (www.biscom.com).

20. Spam and Unsolicited Fax Policy. Biscom does not permit its Customers to use its Products or Services as a location for responses to email or fax spam offers.

20.1. If Customer believes it is in receipt of email or fax spam that uses a facsimile number as a location for responses, Customer should take the following steps:

- (a) If the email or fax contains an email address, telephone number, fax number, or other contact information to "unsubscribe" from receipt of additional messages, Customer should affirmatively unsubscribe;
- (b) Upon request, Biscom may block the outbound transmission to specific fax numbers at the request of the owner of the fax number. If Customer receives an unsolicited fax from another customer of a Biscom Service, Customer should contact the sender to request removal from all lists, and email support@biscom.com to have the outbound fax number blocked. Notwithstanding the above, Biscom assumes no responsibility or liability for unsolicited faxes including unsolicited faxes from another customer of the Biscom hosted service.

20.2. At Biscom's option and without further notice, Biscom may use reasonable technologies and procedures, such as filters, that may terminate the transmission of such unsolicited faxes without delivering them. Biscom is not responsible for blocking or filtering unsolicited faxes sent to customers. The transmission of unsolicited fax advertisements is illegal in the United States under the Telephone Consumer Protection Act of 1991 (47 USC 227) (see <https://www.fcc.gov/general/telemarketing-and-robocalls>) and is also illegal under the laws of a number of other countries, states, and provinces. Distribution of unsolicited fax advertisements through Biscom Services is prohibited.

20.3. Customer hereby acknowledges and agrees that Biscom, as owner of all facsimile numbers associated with Biscom Services, has any and all rights to assert any and all legal claims available against any third party as a result of Customer's receipt of any unsolicited faxes, including but not limited to claims under the Telephone Consumer protection Act of 1991, and to the extent Customer does have any rights to bring any such claims, Customer hereby assigns any and all such rights to Biscom.

21. Termination of this Agreement.

21.1. For Convenience. Biscom may terminate for convenience upon thirty (30) days' prior written notice to the other Party for any reason or no reason.

21.2. For Breach or Default. Either Party may terminate this Agreement if there is any material default or breach of this Agreement by the other Party, unless the defaulting Party has cured the material default or breach within seven (7) days' notice period. Further, Biscom may terminate this Agreement and suspend any Services without prior notice if it believes in good faith after reasonable investigation under the circumstances that Customer or Customer's information may create civil or criminal liability for Biscom, compromise or disrupt the Services for Customer or other customers, or cause Biscom to lose (in whole or in part) the services of Biscom's ISPs, telecommunications, or other suppliers, provided, further, that Biscom will attempt to confirm such suspension and may provide its reasons therefor by subsequent notice. Biscom reserves the right to discontinue the Services or to change the Services at any time and without prior notice to Customer.

21.3. Effect of Termination. Upon any termination of this Agreement for any reason: (a) all Customer rights under this Agreement immediately terminate; (b) Customer's access to all Services shall be suspended upon termination; (c) the Customer remains responsible for all Fees and charges incurred through the date of termination, or through the term commitment on the schedule whichever is longer; and (d) termination of Customer's license to use the Software pursuant to Section 15.2 of this Agreement (e) the Definitions (Section 1), Payment Terms (Section 3), Warranties (Section 7), Warranty Limitations (Section 8), Limitation of Liability; No Special Damages (Section 9), Indemnification (Section 13), Intellectual Property Indemnification (Section 14), Intellectual Property Rights (Section 15), General Prohibitions (Section 17), Confidentiality (Section 18), and General (Section 23) sections will continue to apply in accordance with their terms. If termination was due to a Customer breach of this Agreement, Biscom will not be required to refund any fees paid by Customer and Customer will remain liable for all amounts due hereunder.

22. Incorporated Documents; Conflict.

22.1. Incorporated Documents. Attached to this Agreement as Schedules may be the following documents which are incorporated herein and shall be considered part of this Agreement:

(a) Quote(s) which shall constitute an offer to sell, and is valid only for Products and Services listed on the Quote. Multiple Quote(s) may be attached to this Agreement. Biscom is not responsible for pricing, typographical, or other errors in any offer by Biscom and Biscom reserves the right to cancel any orders resulting from such errors.

- (b) Service and Support Agreement(s) governing the service and support level for the applicable Products and Services purchased by Customer.
- (c) The FAXCOM Anywhere Hosted Fax Service Additional Terms and Conditions Schedule.
- (d) Biscom Cloud Application Service Level Agreement.
- (e) A Schedule of Exceptions (inapplicable if left blank).

For the avoidance of doubt, this Agreement may have all, none, or a combination of the above referenced documents, depending on the Products and Services purchased by Customer.

22.2. Conflict. Except as otherwise provided in this Agreement, if any provision contained in this Agreement is in conflict with, or inconsistent with, any provision in a Schedule including any Quote(s), Service and Support Agreement(s) or any other document that may be attached to this Agreement, the order of precedence shall be (1) this Agreement; (2) any applicable Quote; (3) the applicable Service and Support Agreement, and (4) any other attached Schedule, *unless, however*, a Schedule expressly states and identifies which provision of the Agreement is being superseded by the terms contained in such Schedule, then such Schedule shall supersede the terms of the Agreement, but only for the applicable section referenced and only in respect of such Schedule.

23. General.

23.1. Notices. Notices given by Biscom to Customer may be given by email, fax, by a general posting on the Website, or by conventional mail. Notices given by Customer to Biscom must be given through email or by conventional mail (subject, however, to Biscom's verification procedures, as may be established by Biscom from time to time in its sole discretion, and which may include the requirement that Customer contact Biscom by phone so as to confirm that any such notice was in fact sent by you). Notices to Biscom by conventional mail must be sent to Biscom, Inc., 10 Technology Park Drive, Westford, MA 01886, and Attn: Legal Department. In any matter requiring Biscom's or Customer's prior consent, such consent will be considered given only if made in the foregoing manner by an authorized representative of Biscom or Customer (as applicable).

23.2. Export Control. Certain Products and Services use Commercial Computer Software under Federal Government Acquisition Regulations and Agency supplements to them. The export of the Products and Services are governed by the U.S. Department of Commerce under its export administration regulations. Customer may not remove or export from the United States or allow the export or re-export of any part of the Products or Software or applicable documentation incorporated in the Software, if any, or any direct product thereof in violation of any restrictions, laws, or regulations of the United States Department of Commerce, the United States Department of Treasury, Office of Foreign Assets Control, or any other United States or foreign agency or authority.

23.3. Governing Law; Venue. It is expressly agreed that the validity, performance and

construction of this Agreement and all claims arising directly or indirectly hereunder shall be governed by the internal laws of the Commonwealth of Massachusetts, without regard to its principles regarding conflicts of laws. The state and federal courts in Massachusetts shall have exclusive venue and jurisdiction for such disputes, and the Parties hereto submit to personal jurisdiction of such courts.

23.4. Entire Agreement. This Agreement, along with its various attachments, exhibits and appendices, constitutes the entire agreement and understanding between Customer and Biscom relating to the Products and Services.

23.5. No Partnership. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Biscom in any respect whatsoever.

23.6. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision. This Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party.

23.7. Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned, delegated or otherwise transferred, in whole or in part, by operation of law or otherwise, by either party without the other Party's prior written consent except to a successor in connection with a merger or sale of all or substantially all of such party's assets, and any such assignment, delegation or transfer by either Party without such prior written consent shall be null and void and of no force or effect whatsoever. Notwithstanding, the foregoing restriction on assignment shall not apply to the assignment of the Agreement in the event of a sale of either Party or substantially all of its assets.

Signature Page(s) Follow.

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.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed. Each Party warrants and represents that its respective signatories, whose signatures appear below, have been and are, on the date of signature, duly authorized to execute this Agreement.

Biscom, Inc.

By: 

Name: Vannary E. Yem

Title: Customer Success Specialist

Date: 7/13/21

San Bernardino County

By: 

Name: Curt Hagman

Title: Chairman, Board of Supervisors

Date: JUL 27 2021

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 
Deputy





Biscom Support, Maintenance, and Updates (SMU) Agreement Schedule

1. **General.** This Support, Maintenance, and Updates (SMU) Agreement (this "SMU Agreement") provides support for Biscom Products, including technical support, maintenance, and software updates (SMU). The terms of any warranties are superseded by this SMU Agreement. This SMU Agreement does not provide support for any third-party software or hardware products that were not obtained from Biscom. Capitalized terms used but not otherwise defined herein shall have the same meanings assigned to them in the Master Services, Purchase, and Software License Agreement (the "Agreement") by and between Biscom, Inc., a Massachusetts corporation, and Customer.
2. **Technical Support.** Biscom telephone technical support is from 8:30 AM to 7:00 PM ET, Monday through Friday, excluding Biscom company holidays. Biscom Holidays include: New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day.
3. **Coverage.** The sections below apply based on the Product purchases by the Customer, as may be set forth in the Agreement.
 - a. **Software Products.** Biscom support covers initial installation, configuration, and general troubleshooting to resolve open issues for Software provided by Biscom. Customizations to the user interface, including cascading style sheets (CSS) and application text changes, Software changes to implement new features or change existing behavior, configuring Software to run in a highly available or redundant environment, disaster recovery planning and implementation, workflow designs, rules creation, and other work outside the scope of standard product installation and configuration, will be charged to the Customer at Biscom's current professional services rate.
 - b. **Hardware Products.**
 - i. Biscom will make best commercial efforts to troubleshoot, repair, or replace, as it deems necessary, any incorrectly functioning Vega Gateway, DMG, AudioCodes Gateway or fax board covered by this SMU Agreement with parts of equivalent or greater functionality. If the part is deemed to be user replaceable, then Biscom support will send the fax board or gateway to the Customer. If Biscom technical support is unable to resolve a Hardware problem, Biscom may ship a temporary or permanent replacement fax board or gateway of equivalent functionality to the Customer. Biscom will make best effort to ship the same day via overnight carrier by the close of the same business day for requests made from support before 2:00 PM ET. The Customer will return the malfunctioning part or gateway within seven (7) business days. The Customer will return the non-functioning fax card or temporary gateway to Biscom within seven (7) business days after Customer's repaired gateway is returned and fax board or gateway held beyond seven (7) days will be subject to a service charge. The Customer agrees to pay for return shipping and insurance of the fax card or gateway part or unit and will carefully pack the fax board or gateway in its original shipping container or similar packaging.
 - ii. **Hardware Return Policy.** If a malfunctioning fax board or media gateway requires service (i.), Biscom will provide the Customer with a Return Material Authorization ("RMA") number. The Customer agrees to use reasonable care to pack, handle, and ship any Product and to use the original product packaging or a similar packaging when returning such Product to Biscom. Furthermore, the Customer will pay all shipping and insurance for such shipment to Biscom. In addition to providing the company's name and contact, the RMA number should be clearly marked on the lower left corner of the shipping label.
4. **Maintenance and Updates.** Biscom provides releases to its Software from time to time. These releases can be either minor or major updates to the Software. Minor releases could be considered fixes or patch releases, or functional updates to the Software. Major releases are considered significant or material upgrades, these include new feature and functionality and may incur additional license fees. The minor releases are provided and offered to the Customer while under this SMU Agreement.

5. **Limitations.** Biscom shall not be liable for damage to the equipment or consequential damages, including lost profits arising from its failure to perform under this SMU Agreement, or resulting from government regulation or "acts of God." This SMU Agreement does not cover any Product which has been improperly maintained, mishandled, incorrectly operated, or altered. Biscom will provide service for such Products on a time and materials basis. This SMU Agreement does not include any Services that Biscom may offer to its customers at an additional charge.
6. **Named Support Contacts.** Customer shall designate at least one and no more than three individuals as point contacts who shall be the identified and exclusive individuals working with Biscom Support. If the Customer so elects, it can designate an additional two contact points under this SMU Agreement or the additional fee of \$250.00/year/person.
7. **Jurisdiction.** This SMU Agreement is subject to the laws and jurisdiction of the Commonwealth of Massachusetts, U.S.A.
8. **Failure to pay for service.** Biscom will suspend service and support to any customers who fail to pay invoices for support and or service when they are due. To reinstate service and support with Biscom, any gaps in coverage due to non-payment, must be paid in order to obtain new service and support.
9. **SMU Fees.**
 - a. **Standard Support** A fee of twenty percent (20%) of the current list price of Products will be invoiced upon the Effective Date of the Agreement, (signature or purchase date).
 - b. **Premium 24/7 SMU.** For an additional annual fee of ten percent (10%) of the current list price of Products will be charged to provide telephone support twenty-four (24) hours per day, seven (7) days per week. Customer is required to have standard support before signing up for 24x7 support. This support is available only in the U.S.A. and Canada. The Customer will be given a phone number that can be used to contact a Biscom support engineer outside of normal business hours. The service engineer will respond within one (1) hour of notification.
 - c. Upon the anniversary date of the Agreement and every year thereafter, Biscom will increase its base SMU fees by five percent, 5%.
10. **Automatic Renewal.** This SMU Agreement will be automatically renewed every year on the Effective Date as provided in the Agreement unless either party provides notice at least ninety (60) day prior to the end of this term by email and/or in writing.

Biscom Technical Support Service Level Agreement Addendum to Schedule

Biscom provides customers with support during normal business hours and, at an additional cost, on a 24x7 basis. The support team is staffed with trained support engineers who are dedicated to supporting the needs of our customers. The purpose of this document is to explain the procedure that Biscom follows to respond to support calls placed by customers.

Technical Support during Normal Business Hours

A formal process is followed to ensure that each customer's problems are addressed as expeditiously as possible.

Priority Level	Description	Target Response Time
Urgent	Production application down or major malfunction resulting in majority of users unable to perform their normal functions.	30 Minutes
High	Critical loss of application functionality or performance resulting in high number of users unable to perform their normal functions.	45 Minutes
Medium	Moderate loss of application functionality or performance resulting in multiple users impacted in their normal functions.	4 Hours
Low	No loss of application functionality. Includes standard support request for configuration or installation help.	1 Business Day

Hardware Replacement

When Biscom determines that hardware replacement is required Biscom will make best efforts to ship the replacement media gateway or fax board to the customer site. Biscom will make best efforts to ship the hardware the same business day if the request is made before 2 pm EST/EDT. If the determination is made after 2 pm EST/EDT Biscom will make best efforts to ship the hardware the next business day. If replacement fax boards or media gateways are determined to be needed outside of normal hours, Biscom will make best efforts to ship to the customer the next business day.

Applies only to hardware purchased from Biscom and covered under a valid Support Agreement that is current.

Technical Support outside Normal Business Hours

Customers with a valid 7x24 service agreement contact support by calling the 7x24 hotline number. The hotline will collect contact and problem information and provide it to an on call technical support engineer. The call hotline will contact the on-call engineer who will return the call within one hour of initial contact. In the rare event that an on-call support engineer cannot be located, the after-hours service will follow an escalation tree that includes alternate support engineers, support management and executive management.



PRICE QUOTATION – Media Gateway AudioCodes (DMG Replacement)

COMPANY: San Bernardino County - Dept Public Health
ATTN: Robert Macavinta

Phone: 909-522-1523
Email: robert.macavinta@dph.sbcounty.gov

Date: March 25th, 2021
Quotation Number: 03252021-NH

Prepared By: Nadia Hebert
Biscom, Inc.
10 Technology Park Drive
Westford, MA 01886

Phone: 978.367.3646
Email: nhebert@biscom.com

TERMS	FOB	TAX	SHIP	QUOTE VALID
NET 30	Westford, MA	Where Applicable	Best Way	10 Days
QTY	PRODUCT DESCRIPTION	PART NUMBER	UNIT COST	TOTAL
1	AudioCodes M800C-V-1ET4S T1-E1 includes up to 24 Channels	0052756	\$3,265.00	\$3,265.00
1	Prem Support Maint M800C-V-1ET4S	0600022	\$745.00	\$745.00
2	Professional Service (pre-configuration & install)	1300055	\$250.00	\$500.00
TOTALS				\$4,510.00

FAXCOM Standard Support:

- **General:** FAXCOM Standard Support provides software support for Biscom products, including technical support and software updates
- **Technical Support:** Unlimited telephone technical support is from 8:30 AM to 7:00 PM EST/EDT, Monday through Friday, excluding Biscom company holidays.
- **7 X 24 Support:** is available by quotation upon request.

To place order: Fill in and complete the section below or provide a purchase order and return to contact listed above

Bill to Information:

Company: _____

Contact: _____

Address: _____

City, State, Zip Code _____

Phone: _____

Email: _____

Ship to Information:

Company: _____

Contact: _____

Address: _____

City, State, Zip Code _____

Phone: _____

Email: _____

☐ Check box if the same as Bill to address

Tax Information:

Customer is responsible for paying all applicable sales taxes based on the customer supplied ship to state.

Please check (1) of the following boxes:

☐ Taxable ☐ Tax Exempt

Note: Send a PDF copy of your Tax-Exempt Certificate to: accounting@blscom.com or email back with signed copy of quotation.

By signing below, you agree to all the terms and conditions described in above quotation.

Authorized Signatures:

Customer: _____

Company: _____

Name (PRINT): _____

Title: _____

Biscom:

Company: _____

Name: _____

Title: _____

Biscom, Inc.

Nadia Hebert

Account Manager

Signature: _____

Date: _____

Signature: _____

Date: _____

Thank you for giving Biscom the opportunity to provide pricing.

Biscom, Inc.
10 Technology Park Drive
Westford MA 01886-3140

Phone: 978-250-1800 Fax: 978-250-4449

Invoice	0044571
Date	7/8/2021
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Bill To:

San Bernardino County
 Melanie Reneau
 351 N. Mountain View Avenue
 San Bernadino CA 92415

Ship To:

San Bernardino County
 6th Fl Rm East End
 172 West 3rd Street
 San Bernardino CA 92415

Purchase Order No.		Customer ID	Salesperson ID	Shipping Method	Payment Terms	Order Date	Order Number
RENEWAL		SAN01924	FAXR	BDS	Net 30	0/0/0000	
Ordered	Shipped	Item Number	Description		Discount	Unit Price	Ext. Price
1	1	0601123	FAXCOM Standard Support, Maintenance, and Update		\$0.00	\$7,040.00	\$7,040.00
70	70	4000005	Transit Advance User		\$0.00	\$103.20	\$7,224.00

Service From: 8/5/2021 To 8/4/2022
 Serial Number: 6705564

Subtotal	\$14,264.00
Tax	\$0.00
Freight	\$0.00
Total	\$14,264.00