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POC Quotation – Attachment B

Quotation # P24-12483-M0N3, Rev: 1

To: Erlinda Roxas
Ventura County Medical Center

Prepared by: Jody Marshall, jody.marshall@telcor.com

Reviewed by: BC/CK

Quotation Date: 5/9/2024

Quotation Expiration: 9/16/2024

Licensee: County of Ventura

Licensee Address: 800 S Victoria Ave, Ventura, CA 93009 USA

Submit Purchase Order(s) Totaling: **\$18,912**

Regional QML:

Line Item Details – Section Summaries and Legends Below

| Section | Item | Device Type | Facility | Comment | List | Qty | Adj | Amount |
|---------|---|------------------|---------------------------|-----------------------|---------|------|-----------|---------|
| License | Q602.1L: Limited Use/Quantity Device Type (Small) | CLINITEK Connect | Santa Paula Hospital | 1 device | \$8,082 | 1.00 | (\$3,233) | \$4,849 |
| License | Q602.1L: Limited Use/Quantity Device Type (Small) | CLINITEK Connect | Ventura County Med Center | retiered for 1 device | \$8,082 | 1.00 | (\$3,233) | \$4,849 |
| License | Q602.1L: Limited Use/Quantity Device Type (Small) | GeneXpert Xpress | Ventura County Med Center | retiered for 1 device | \$8,082 | 1.00 | (\$3,233) | \$4,849 |
| Support | QS602.1: Device Type/Product (Small) | CLINITEK Connect | Santa Paula Hospital | | \$1,455 | 1.00 | () | \$1,455 |
| Support | QS602.1: Device Type/Product (Small) | CLINITEK Connect | Ventura County Med Center | | \$1,455 | 1.00 | () | \$1,455 |
| Support | QS602.1: Device Type/Product (Small) | GeneXpert Xpress | Ventura County Med Center | | \$1,455 | 1.00 | () | \$1,455 |

License Section Summary – TELCOR Software Products & Services (Remote Implementation)

License Adjustment: **(\$9,699)**

License Subtotal: **\$14,547**

Customer is responsible for working with the vendor, Cepheid, to determine and acquire the hardware configuration and/or device firmware version 6.2 or higher, if bi-directional functionality is desired.

Misc Section Summary – Miscellaneous Customer-Requested TELCOR Professional Services

Misc Subtotal: **\$0**

Support Section Summary – TELCOR Software Support & Subscriptions, recurring annually unless otherwise noted

Support Subtotal: **\$4,365**

ThirdA Section Summary – Third-Party Annual Sublicense, Maintenance & Support, recurring annually

ThirdA Subtotal: **\$0**

ThirdM Section Summary – Third-Party Miscellaneous Software, Equipment & Accessories

ThirdM Subtotal: **\$0**

Quotation Total

Total All Sections: **\$18,912**

Submit Purchase Order(s) Totaling: **\$18,912**

This quotation is strictly confidential. Neither its terms nor process shall be shared with any individual or entity not employed by Licensee, except as required by law or legal process.



Invoicing Milestones – TELCOR will generate an invoice for each defined Milestone, unless otherwise negotiated in the Terms & Conditions. All invoices are due as stated in the Terms & Conditions.

Please notify TELCOR Accounting (accounting2@telcor.com) if your organization is unable to process invoices based on these milestones.

| SECTION | MILESTONE | DESCRIPTION |
|---------|------------------------------|--|
| License | Placement of Order (“Order”) | 50% of the License Subtotal reflected in the License Section Summary is invoiced at Order. |
| | First Productive Use (“FPU”) | The remaining 50% of <u>each</u> License section item is invoiced as <u>each</u> item reaches FPU, the timing of which may vary. <i>If FPU is <u>not</u> reached within twelve (12) months of Order, the balance may be invoiced. If any item on this Quotation fails to achieve FPU within twenty-four (24) months of Order, TELCOR will consider that item abandoned and will consequently cancel that portion of the Order. In the event of such cancellation by TELCOR, all fees already paid by Licensee for that item will be non-refundable. To move forward, the item must be repurchased at the then-current price.</i> |
| Misc | Completion | Fees for each Misc section item are invoiced as the services are completed, unless otherwise indicated in the Item description. |
| Support | FPU | Fees for each Support section item are invoiced as the <u>first</u> of <u>each</u> line item reaches FPU. Fees may be prorated to maintain a single annual term. Notwithstanding anything to the contrary herein, or in the Agreements, the Software included in this proposal is being provided for Licensee’s use for so long as the payments remain current. Nonpayment of the fees will result in revocation of use. |
| ThirdA | Shipment | Fees for ThirdA section maintenance items are invoiced at shipment, then annually thereafter. Fees may be prorated to maintain a single annual term. |
| | FPU | Fees for ThirdA section software items are invoiced at FPU, then annually thereafter. Fees may be prorated to maintain a single annual term. |
| ThirdM | Shipment | Fees for ThirdM section connectivity equipment and accessories are invoiced at shipment. |
| | Remote Installation | Fees for specific ThirdM section software (i.e., Sybase, Terminal Emulation and Terminal Services Client Access Licenses) are invoiced at remote installation. |

Order Processing

TELCOR will contact you within two (2) weeks from receipt of the completed Order to begin working with you to coordinate your specific prerequisites. We will assign an implementation project analyst for your project once all of the prerequisites are complete.

Terms & Conditions

- All quoted prices and payments are required to be in US Dollars. Licensee is responsible for any sales and/or use tax, interest and penalties.
- ALL AMOUNTS PAID TO TELCOR ARE NON-REFUNDABLE AND NON-TRANSFERABLE.**
- Licensee is responsible for providing hardware and resources that meet the published Configuration Requirements.
- “Placement of Order” shall mean TELCOR’s receipt of the following:
 - PO or payment agreement for the items listed in this Quotation.
 - Fully executed agreements covering the licensing and provision of support for the TELCOR Software, if such agreements are not already on file.
 - Sales tax exemption certificate or other evidence certifying sales tax-exempt status, where applicable.
- “First Productive Use” shall mean the date on which Licensee’s live data is first processed through the Software. Prior to FPU, Licensee is responsible for validation of Software in their environment according to their policies and procedures. In the event Licensee achieves FPU without first having validated the Software, the Software will be deemed accepted.
- Subscriptions may be purchased for the usage period stated and will be prorated for the portion of applicable underlying current term associated with the Software Support Agreement. Further, Subscriptions will automatically renew for a usage period of one (1) year thereafter, or as otherwise mutually agreed to by the parties, unless canceled.
- Unless otherwise agreed in the agreement(s) between TELCOR and Licensee, invoices are due within thirty (30) days of receipt. Licensee shall be responsible for all cost of collection of unpaid invoices, including TELCOR’s attorneys’ fees.
- Terms appearing on any of Licensee’s purchase orders, or any other document, that are found to be additional, different, or conflicting with the terms of the license and support agreements executed by the parties hereto or this Quotation (collectively, the “Agreements”) shall be set aside and given no effect, and shall not become part of the Agreement. Issuance of any purchase order, payment or acceptance pursuant to this Quotation shall constitute Licensee’s agreement to all terms contained within the Agreements.**

All trademarks, service marks, trade names, trade dress, product names and logos appearing in this document are the property of their respective owners.

This quotation is strictly confidential. Neither its terms nor process shall be shared with any individual or entity not employed by Licensee, except as required by law or legal process.



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