



CERNER SALES ORDER

This Cerner Sales Order is made on August 1, 2022 (“Effective Date”), between

County of Ventura (“Client”)

California government agency with its principal place of business at

800 S Victoria Ave
Ventura, CA 93009-0001, United States
Telephone: (805) 677-5110

and **Cerner Corporation (“Cerner”)**

a Delaware corporation with its principal place of business at

2800 Rock Creek Parkway
North Kansas City, MO 64117, United States
Telephone: (816) 221-1024

Cerner Sales
Contact: Ryan Cameron
ryan.cameron@cerner.com

Client agrees to purchase the specific products and services set forth herein, and Cerner agrees to furnish such products and services upon the terms and conditions of this Cerner Sales Order and the Cerner Business Agreement, dated July 01, 2016, between Client and Cerner (the “Agreement”).

Client understands that hand-written changes to this Cerner Sales Order will not be accepted. Client will engage their Cerner Sales Contact to request any revisions before execution or to amend following execution through a written agreement executed by both parties.

COUNTY OF VENTURA

Authorized
signatory: _____

(signature)

(printed name)

Title: _____

CERNER CORPORATION

Authorized
signatory: _____

Teresa Waller

Title: _____

Sr. Director, Contract Management

CLIENT WILL COMPLETE THE FOLLOWING UPON EXECUTION OF THIS CERNER SALES ORDER:

Client Invoice Contact: _____

Contact Phone #: _____

Contact Email Address: _____

Client's account can be managed online at cerner.com by registering for Cerner eBill. To gain access to eBill, contact the Cerner Client Care Center at 866-221-8877 or e-mail ClientCareCenter@cerner.com.



County of Ventura
OPT-0340459_Q-135885.3_LA-0000321694
August 1, 2022

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FINANCIAL OVERVIEW

Description	One-Time Fees	Monthly Fees
EQUIPMENT		
Equipment and Installation (if applicable)	1,125.00	--
SUBLICENSED SOFTWARE		
Sublicensed Software and Installation (if applicable)	5,500.00	--
Sublicensed Software Maintenance – Year 1 Total	1,500.00	--
– Year 2 Total	1,500.00	--
– Year 3 Total	1,500.00	--
– Year 4 Total	1,500.00	--
– Year 5 Total	1,500.00	--
TOTALS:	14,125.00	0.00

All prices in this Cerner Sales Order are shown in USD. Pricing is valid until October 31, 2022. If this Cerner Sales Order is not executed on or before such date, this pricing is considered null and void and will be subject to revision.

Not applicable is indicated by "--".

PAYMENT TERMS

ONE-TIME FEES			
Description	Payment Number	Percent (%) Of Total Due	Payment Due
Equipment and Installation (if applicable)	1	100%	Upon Shipment
Sublicensed Software and Installation (if applicable)	1	100%	Upon Shipment

MONTHLY RECURRING FEES		
Description	Percent (%) Of Total Due	Payment Due
Sublicensed Software Maintenance	100%	Annually beginning upon shipment

TERM AND TERMINATION

Sublicensed Software Maintenance. Maintenance warranties, if any, begin on the earlier of installation, or 30 days after shipment of the sublicensed software. Maintenance services will continue for the initial term set forth in the "Equipment/Sublicensed Software" section of this Cerner Sales Order. The initial term will automatically renew for additional periods of the same duration, unless Client provides Cerner with written notification of its intent to terminate Maintenance no less than 60 days prior to the expiration of the then-current period. Cerner may terminate Maintenance services if Client fails to pay invoices for Maintenance. All unpaid charges for Maintenance will be immediately due and payable upon such termination. Client will pay all applicable penalties or fees if Maintenance services are terminated, then later reinstated.

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EQUIPMENT/SUBLICENSED SOFTWARE

Technology Changes. At the time of the actual order, Cerner may substitute individual technology solutions and/or Maintenance services based on availability or technological advancements. Cerner and Client may also agree to replace certain technology solutions with other Cerner offerings. If the substitute items or Maintenance services result in an increase in fees, Cerner and Client will discuss and agree upon the fee increase prior to ordering such items or Maintenance services.

Shipping and Handling. Client will pay standard shipping and handling fees, not to exceed \$16 USD. Additional fees may apply if Client requests expedited shipping. Notwithstanding any other agreement between the parties regarding shipping terms, the items set forth in this Cerner Sales Order will be shipped FOB the manufacturer's plant.

EQUIPMENT AND INSTALLATION (if applicable)

Quote: Q-135885.3

Line No.	Manufacturer Part No.	Solution Detail Description	Qty.	Per Unit One-Time Fees	Extended One-Time Fees	Pass-Through Code
4	ZEBRA-BB-ZD620-43	ZEBRA BB-ZD620, 300dpi, Ethernet, Blood Bank Printer	1	1,125.00	1,125.00	--
TOTAL:					1,125.00	--

SUBLICENSED SOFTWARE AND INSTALLATION (if applicable)

Quote: Q-135885.3

Line No.	Manufacturer Part No.	Solution Detail Description	Qty.	Per Unit One-Time Fees	Extended One-Time Fees	Pass-Through Code
1	HT-UNITY-2	HemaTrax LPS ISBT-128 TCP/IP Print Server Addtl Licens	1	5,500.00	5,500.00	--
TOTAL:					5,500.00	--

SUBLICENSED SOFTWARE MAINTENANCE

Quote: Q-135885.3

Line No.	Manufacturer Part No.	Solution Detail Description	Level of Service	Qty	Term (Mo.)	One-Time Fees Due – Year 1	One-Time Fees Due – Year 2	One-Time Fees Due – Year 3	One-Time Fees Due – Year 4	One-Time Fees Due – Year 5	One-Time Fees Due – Year 6 through End of Term
2	HT-UNITY-2	8X5 M-F Phone Support:MNT: HemaTrax LPS ISBT-128 TCP/IP Print Server Addtl Licens	8X5 M-F Phone Support	1	60	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	--
TOTAL:						1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	--

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EQUIPMENT/SUBLICENSSED SOFTWARE DELIVERY

Delivery Information. The following delivery information is required to process the equipment/sublicensed software in this Cerner Sales Order.

Delivery Address	Delivery Contact Information
_____ (Name of Facility)	_____ (Name – Printed)
_____ (Address Line 1)	_____ (E-mail Address)
_____ (Address Line 2)	_____ (Phone Number)
_____ (City, State/Province, Zip/Postal Code, Country)	_____ (Fax Number)

Delivery Requirements. Please check the applicable box for each question below to help ensure a successful delivery.

Does the facility accommodate a 48-foot trailer?		Yes		No	
Does the facility have a loading dock?		Yes		No	
What are the receiving days and hours of operation? (Please enter days and times available)	Days:		Start Time:		End Time:
Will a lift gate and/or ramp be required?	No		Lift Gate		Ramp
To what floor will the equipment be delivered?	Basement		Ground		Floor:
Does the facility have an elevator, or will a stair crawler be required?	Elevator		Stair Crawler		N/A
Does the facility require floor covering?		Yes		No	

FACILITIES

Permitted Facilities. For use and access by these facilities:

Name	Address	City	State/Province	Zip/Postal Code	Country
County of Ventura	800 S Victoria Ave	Ventura	CA	93009-0001	United States

The parties may add or substitute Permitted Facilities by amending this section.

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ADDITIONAL TERMS AND PROVISIONS

EQUIPMENT AND SUBLICENSED SOFTWARE MAINTENANCE TERMS

Maintenance Services for Sublicensed Software. Maintenance services for Sublicensed Software are: (a) initial determination of the source of the problem, problem management, critical situation escalation and recovery services; (b) providing all new versions, modifications, and patches of Sublicensed Software that Cerner is authorized to distribute; (c) communicating with third party maintenance providers throughout the resolution of the issue, (d) inclusion of Sublicensed Software issues in a tracking database.

Maintenance Renewals. The initial term for maintenance is set forth in the "Equipment/Sublicensed Software" section of this Cerner Sales Order, and automatically renews for additional periods of the same duration, unless Client provides written notification of termination no less than 60 days prior to the expiration of the then-current period. Client will also notify Cerner of any Equipment items that are no longer being used by Client, and therefore no longer require maintenance. Cerner may terminate maintenance services if Client fails to pay invoices for maintenance.

Sublicensed Software Coverage Levels. Service effort is continuous until the problem is resolved.

24x7 M-Su Phone Support. Monday through Sunday, 24 hours per day, 365 days per year.

9x5 M-F Phone Support. Monday through Friday, 8 AM to 5 PM CST, for service calls.

9x5 Su-Th Phone Support. Sunday through Thursday, 8 AM to 5 PM GST, for service calls.

Changes to Maintenance Services. Changes to maintenance services must be requested in writing by Client, and will take effect within 60 days after receipt of a signed change order.

Technology components can be added to maintenance coverage if they are in good working order. If a component is not in good working order, Cerner can arrange for it to be repaired on a time and materials basis prior to being placed on maintenance. Serial numbers must be provided.

Inventory. Client will review all Maintenance renewal letters to ensure accuracy, and to avoid charges for uncovered items. Client will provide Cerner with any missing or incorrect serial numbers as soon as possible to keep records current. Client will notify Cerner when technology components are replaced.

Upgrades. Maintenance services do not include hardware/technology updates. Maintenance services include software updates once they become available and have been certified for use by Cerner.

Pricing and Allowances. Equipment and/or Sublicensed Software maintenance pricing and allowances granted by Cerner are confidential and are not to be discussed outside the context of this arrangement. Allowances are available for multi-year maintenance and prepaid terms of one year or greater. Prices do not include any applicable taxes.

Multi-Year Commitments. Fees associated with the initial term are deemed prepaid and are non-refundable.