



**Subscription Agreement**

<b>Customer:</b>	County of El Dorado Health and Human Services Agency	<b>Subscription #:</b>	1057
<b>Contact Name:</b>	Alyson McMillan		
<b>Contact Phone:</b>	(530) 295-6931	<b>Contract Start Date:</b>	11/01/2021
<b>Address:</b>	3057 Briw Road	<b>Contract Stop Date *:</b>	10/31/2022
<b>City, State ZIP:</b>	Placerville, Ca 95667	*Renews annually with payment	

**Scope of Services:**

<u>Item</u>	<u>Quantity</u>	<u>Total</u>
Single CSN Annual User License @ \$495* Bell Data Systems, Inc. Hosting on Shared Server (12 Months) Email and Telephone Technical Support (8-5 M-F Eastern) Application updates and version upgrades as available Nightly Data Back-ups *Annual Recurring Fee For period: November 1, 2021 - October 31, 2022	20	\$9,900
<b>Total Subscription Charges</b>		<b>\$9,900</b>

<b>Storage Fees:</b> All Bell Data System customers will have 5 GB of storage for uploads and images as part of their initial package. After the first 5 GB of storage is consumed, the fee schedule will include a monthly \$5 surcharge for each additional 5 GB of storage. These fees will be assessed quarterly. If requested by County: Additional training, other support, or customization fees: will be billed at \$150/ hour.	<b>GB Used</b>	<b>Monthly Fee</b>	<b>Quarterly Fee</b>
	0-5.00	\$0	\$0
	5.01-10.00	\$5	\$15
	10.01-15.00	\$10	\$30
	15.01-20.00	\$15	\$45
	20.01-25.00	\$20	\$60
<b>Current Storage Used (05/10/2021): 7 GB</b>		<b>Estimated Storage Fees for Contract Period: \$90</b>	
The maximum obligation for services and deliverables provided under this Agreement shall not exceed: \$13,000.			

**Subscription Terms: BALANCE DUE UPON ACCEPTANCE**

**Ready to Go Live Criteria:** The Subscription will be considered "ready to go live" when the application is installed on the application server and is ready for Customer use.

This document defines the scope of work to be accomplished by Bell Data Systems, Inc. on behalf of the Customer named above. If a change to this Subscription Agreement is required, Bell Data Systems, Inc. will investigate the effect the change will have on price, schedule and other terms and conditions of this Agreement and will prepare a revised Agreement which the Customer will be required to accept prior to Bell Data Systems, Inc. implementing the change.


We agree to the terms and conditions as outlined in this Subscription Agreement and to honor invoices submitted under the terms of this agreement.

**Agreed to:**

**Agreed to:**

Bell Data Systems, Inc.  
PO Box 1428  
Mooresville, NC 28115

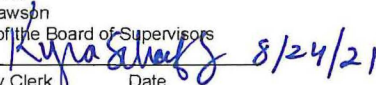
By:   
Authorized Signature

By:   
Authorized Signature

John Hidahl, Chair, Board of Supervisors 8/24/21  
Name (Type or Print) Date

Marissa Winston 07/26/2021  
Name (Type or Print) Date

This offer to contract will expire in 30 days unless extended in writing by Bell Data Systems, Inc.

ATTEST:  
Kim Dawson  
Clerk of the Board of Supervisors  
By:  8/24/21  
Deputy Clerk Date

*Terms and Conditions*

The delivery of services under this Agreement between Bell Data Systems, Inc. and the Customer identified on this Subscription Agreement are subject to the following:

## Software License Agreement

1. **OWNERSHIP OF SOFTWARE** - You acknowledge and agree that all of the computer programs and associated documentation (collectively, the "Software") are owned exclusively by Bell Data Systems, Inc. You agree that the price paid by you for the Software is a license fee granting you only the rights set forth in this License Agreement.
2. **LICENSE** - Bell Data Systems, Inc. grants to you, and you accept, a limited, non-exclusive and revocable license to use the Software for a specific period of time. You agree to use the Software only as authorized in this License Agreement. This License Agreement does not convey to you any ownership rights or any other interest in the Software.
3. **SCOPE OF LICENSE** - This Software will be installed by Bell Data Systems, Inc. only on a computer server which Bell Data Systems, Inc. has administrative rights. Once installed, the Software is licensed for use by the Customer based upon the number of Annual User Licenses (AULs) purchased, the time frame covered by the AULs, and payment of the then current AUL license fee to Bell Data Systems, Inc. The Customer may establish an unlimited number of individual User IDs, but the number of User IDs that may simultaneously access the Software will be limited to the number of AULs purchased. The Customer may not copy or make any changes or modifications to the Software Source Code, and you may not translate, decompile, disassemble, or otherwise reverse engineer the computer program(s) or Software. You may not lend, rent, lease or sublicense the Software or any copy of the Software to others for any purpose. You agree to use all reasonable efforts to protect the Software from unauthorized use, modification, reproduction, distribution or publication. You are not permitted to make any copies of the Software that are not specifically authorized by the terms of this License Agreement, and Bell Data Systems, Inc. reserves all rights that are not expressly granted to you.
4. **TERM** - This license will become effective on the date you acquire access to the Software and will remain in force until the Anniversary Date unless extended by mutual agreement of the Customer and Bell Data Systems, Inc. and payment of the then applicable AUL fee. The Anniversary date shall be one year from the first day of the first month following the "ready to go live" date. The "ready to go live date" is the first day the application is installed on the application server and is ready for Customer use. The "ready to go live" date may precede the implementation of Customer specific Software and reporting customization. **TERMINATION** - This license, at the discretion of Bell Data Systems, Inc., may be terminated with 10 days written notice to the Customer, if the Customer breaches any of the terms or conditions set out in this License Agreement or fails to honor invoices submitted by Bell Data Systems, Inc. to the Customer. The Customer may terminate this Agreement by providing thirty day (30) written notice to Bell Data Systems, Inc. You agree to allow Bell Data Systems, Inc. to remove the Software from your computer, if so installed, upon termination of this license for any reason.
5. **SERVER/HOSTING FEES** - The customer will be allocated 5 GB of server space for the storage of attached files and client images at no additional cost. Once the 5 GB point is exceeded, the Customer will pay for extra storage in 5 GB increments per month which will be reassessed quarterly.
6. **TRANSFER** - Customer may not transfer their rights under this agreement to any third party without the express written permission of Bell Data Systems, Inc. and Bell Data Systems, Inc. shall not unreasonably withhold such approval.
7. **BACKUP COPY** - If the Software is installed on the Customer's computer, the Customer, as part of their normal data backup procedures, may make a backup copy of the Software, so long as such backup also includes all of the Customer's data files and records utilized by the Software.
8. **OTHER TERMS AND CONDITIONS** - Customer agrees that the Software will record information via a secure connection through an intranet or internet connection.

You acknowledge that Bell Data Systems, Inc. periodically registers the Software with its license server by electronic transfer of information via the internet to the Bell Data Systems, Inc. license server. This information transfer is done to register the Software and to collect system specific information for supporting you and to send you information regarding the product. Bell Data Systems, Inc. acknowledges that the information collected to support you is confidential and will not be distributed to any third party.

### Subscription Agreement General Terms and Conditions

1. **SCOPE OF WORK:** Bell Data Systems, Inc., as an independent contractor and not as an employee of the Customer, will furnish services to the Customer as outlined on page one of this subscription agreement
2. **PAYMENT:** Customer will pay Bell Data Systems, Inc. for services performed (including reasonable and necessary travel expenses) as described in this Customer Agreement. Customer will not pay for, nor be responsible for, any additional claims for wages, expenses or any other costs other than those specifically identified in this Customer Agreement. **All invoices to customer will be due in full within 30 days of the invoice date. Bell Data Systems, Inc. will not commence work on this project until the initial payment is received by Bell Data Systems, Inc., or as otherwise specified in Client Contract.** Bell Data Systems, Inc. may, at any time after the first twelve (12) months of the effective Contract Start Date listed above, and in its sole discretion, modify the Annual Recurring User License Fees (AULs) upon ninety (90) calendar day prior written notice to Customer. Notwithstanding the foregoing, the Fees shall not increase in each subsequent twelve (12) month period by more than five percent (5%). A twelve (12) month period commences on the anniversary of the Effective Date. For purposes of notice, email or first-class mail will suffice.
3. **LIMITATION OF LIABILITY:** Bell Data Systems, Inc.'s entire liability and your exclusive remedy for damages resulting from Bell Data Systems, Inc.'s performance or nonperformance, which is related in any way to the Services provided under this Customer Agreement, will be your recovery of actual damages to the limits set forth in this Section. Bell Data Systems, Inc.'s liability for actual damages from any cause whatsoever will be limited to an amount equal to the charges invoiced and paid by the Customer to Bell Data Systems, Inc. under this Customer Agreement. The limitation will apply, except as otherwise stated in this Section, regardless of the form of action, whether in contract or in tort including negligence. This limitation will not apply to claims by you for bodily injury or damage to real property or tangible personal property for which Bell Data Systems, Inc. is legally liable. In no event will Bell Data Systems, Inc. be liable for any lost profits, lost savings, incidental damages, or other economic consequential damages, even if Bell Data Systems, Inc. has been advised of the possibility of such damages. In no event will Bell Data Systems, Inc. be liable for any damages caused by your failure to perform your responsibilities.
4. **CONFIDENTIALITY:**
  - a. **Bell Data Systems, Inc. Confidential Information:** As part of providing services under this Customer Agreement, Bell Data Systems, Inc. will disclose certain of its confidential and proprietary information (the "Confidential Information") to Customer. Confidential Information shall include all data, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, and other information disclosed or submitted, orally, in writing, or by any other media, to Customer by Bell Data Systems, Inc. All oral communication regarding this Customer Agreement and subsequent provision of services shall be considered Confidential Information. Nothing herein shall require BellData to disclose any of its information. Customer agrees that the Confidential Information is to be considered confidential and proprietary to Bell Data Systems, Inc. and Customer shall hold the same in confidence, shall not use the Confidential Information other than for the purposes of its business with Bell Data Systems, Inc., and shall disclose it only to its officers, directors, or employees with a specific need to know. Customer will not disclose, publish or otherwise reveal any of the Confidential Information received from Bell Data Systems, Inc. to any other party whatsoever except with the specific prior written authorization of Bell Data Systems, Inc. Customer further agrees not to use Confidential Information to engage in any activities that may compete with Bell Data Systems, Inc.
  - b. **Customer Confidential Information:** All data, information, and documents whatsoever furnished or made available to Bell Data Systems, Inc. by Customer will be treated as Confidential Information.
  - c. **The Confidentiality section of this Agreement shall survive any termination of this Agreement for a period of three years from the date of termination.**
5. **COMPLIANCE WITH LAWS:** In performance of this Agreement, Bell Data Systems, Inc. shall comply with all applicable federal, state and local laws, rules and regulations, and shall fully defend and indemnify Customer from and against any and all claims or liability arising out of Bell Data Systems, Inc.'s failure to comply with the provisions hereof. Bell Data Systems, Inc. shall be obligated to obtain all licenses, permits and other authorizations necessary for the performance of this Agreement.
6. **PATENT AND COPYRIGHTS:** Bell Data Systems, Inc. may deliver materials to you under this Agreement. Materials include, but are not limited to programs, program listings, programming tools, documentation, reports and drawings. Bell Data Systems, Inc. or third parties retain title, including ownership of copyright, to all materials. However, Bell Data Systems, Inc. grants to you the right to make necessary copies of materials only for their intended use. Such copies are subject to the provisions of the Copyright Laws of the United States. Bell Data Systems, Inc. does not grant the right to redistribute materials under any condition.



## Subscription Agreement

**INDEMNIFICATION:** Bell Data Systems, Inc. and Customer shall defend and indemnify each other against and save each other harmless from ; a) All claims, suits, liability, expenses, or damages for any alleged or actual infringement of a patent or patent rights or copyright arising in connection with this Customer Agreement and Bell Data Systems, Inc.'s /Customer's performance; b) Any and all claims, suits, or liability for bodily injury and death (including BELLDATA's employees) and property damage resulting from the negligence of Bell Data Systems, Inc./Customer or its agents or employees; c) Claims of liens, garnishments or other matters resulting from Bell Data Systems, Inc.'s /Customer's failure or alleged failure to pay for labor and materials in connection with performance of this Customer Agreement; d) All claims, suits, liabilities, expenses, or damages resulting from Bell Data Systems, Inc.'s /Customer's breach or failure to perform any or all of the terms and provisions of this Agreement. This section shall survive termination of this agreement.

7. **INSURANCE:** Prior to commencement of work Bell Data Systems, Inc. shall provide and maintain until completion of the Agreement the following forms of insurance coverage: a) Workmen's Compensation, b) Employer's Liability Insurance, c) Public Liability Insurance, d) Automobile Public Liability Insurance and e) Automobile Property Damage Insurance. As outlined in Indemnity above, Customer shall not be held responsible for any damage(s), injuries, death, etc. except in cases of negligence of Bell Data Systems, Inc., or the Customer. Bell Data Systems, Inc. or their employees shall provide their own Insurance Coverage; the Customer is not required to provide Insurance Coverage.
8. **RENEWALS –** To prevent inadvertent termination of customer access to the subscribed to products and services due to an expired Subscription Agreement, Bell Data Systems, Inc. will automatically renew this agreement annually. Bell Data Systems, Inc. shall invoice Customer detailing products subscribed, number of licenses, and the term of the renewal. Customer's timely payment of such invoice shall signify acceptance of the terms of the renewal as shown on the invoice. The terms of this Subscription agreement shall remain in force for the length of any paid renewals under this agreement. A NEW SUBSCRIPTION AGREEMENT WILL NOT BE ISSUED. Failure to pay renewal invoices within 60 days of the expiration of this agreement or any future renewal period shall be considered notice by the Customer to Bell Data Systems, Inc. of their desire to terminate their Subscription.
9. **TERMINATION OR EXPIRATION:**
  - a. This contract will be automatically renewed annually.
  - b. Customer may terminate this Agreement without cause by providing thirty (30) day written notice to Bell Data Systems, Inc..
  - c. Bell Data Systems, Inc. may terminate this Agreement if Customer violates this Agreement or fails to meet their obligations under this Agreement, by providing ten (10) day written notice to the Customer.
  - d. Upon Customer's or Bell Data Systems, Inc.'s receipt of such notice, Bell Data Systems, Inc. will discontinue all tasks under this Agreement in an orderly manner, as soon as practical or in accordance with a schedule agreed to by the Customer and Bell Data Systems, Inc. The Customer agrees to pay Bell Data Systems, Inc. for Services provided through the termination. Such payment will include any charges Bell Data Systems, Inc. incurs in terminating subcontracts.
10. **REFUNDS –** Annual User License (AULs) fees are non-refundable unless within 90 days of the initial "ready to go live" date, the Customer notifies Bell Data Systems, Inc. in writing of their intention to terminate this Agreement. Upon such notification, Bell Data Systems, Inc. will terminate all tasks for such Project in an orderly manner, as soon as practical or in accordance with a schedule agreed to by the Customer and Bell Data Systems, Inc. Bell Data Systems, Inc. shall refund to the Customer an amount equal to the unused subscription along with any amounts for travel, training, or customization, not performed by Bell Data Systems, Inc. prior to the termination date which was actually paid by the Customer to Bell Data Systems, Inc. In any case, Set-up Fees are non-refundable.
11. **OWNERSHIP OF DATA:** All data entered by the Customer into a Bell Data Systems, Inc. application database, remains the property of the Customer with the exception of proprietary application control data. Upon termination of this agreement, the data will be transferred to the Customer in one of the following formats: 1) comma delimited text files; 2) Microsoft SQL Server file; or 3) other mutually agreed upon format. Upon Termination, all Customer entered data shall be permanently deleted from BellData servers within 180 days of termination date of this agreement or within 30 days of Bell Data Systems, Inc. receiving a written signed request from the Customer to delete such data.
12. **RULE OF LAW:** This Agreement is governed by North Carolina law, without giving effect to North Carolina's conflict of laws principles. The parties consent to the jurisdiction of the courts of the State of North Carolina and the United States District Court located in Charlotte, North Carolina for any dispute arising out of a breach of this Agreement. Any other controversy, dispute or question arising out of, in connection with, or in relation to this Agreement shall be determined by arbitration conducted in Charlotte, North Carolina in accordance with North Carolina law and the then existing Commercial Rules of the American Arbitration Association or the Center for Alternative Dispute Resolution, and judgment upon any award may be entered by the highest State or Federal court having jurisdiction.



## Subscription Agreement

13. ENTIRE AGREEMENT: This Agreement constitutes the entire Agreement between Bell Data Systems, Inc. and the Customer. This Agreement is entered into full investigation without either party relying on any statement or representation made by the other party not embodied in the Agreement. Bell Data Systems, Inc. reserves the right to alter, amend, or modify Agreement with thirty (30) days written notice to the customer.

### Design and Implementation Policy

If page one of this agreement delineates charges for performing a Needs Analysis and the subsequent development of custom application features, then the delivery of services under this Agreement between Bell Data Systems, Inc. and the Customer are subject to the following Design and Implementation Policy.

1. SOFTWARE APPLICATION DEVELOPMENT METHODOLOGY:
  - Step 1: NEEDS ANALYSIS - Bell Data Systems, Inc. shall perform with Customer's assistance a Needs Analysis. The purpose of the Needs Analysis will be to identify 1) the data to be collected, 2) the workflows and user groups specific to the client, 3) the reporting requirements, and 4) any other system functionality.
  - Step 2: SYSTEM DEVELOPMENT - Bell Data Systems, Inc. shall develop the software application based upon the Needs Analysis.
  - Step 3: FIRST CUSTOMER REVIEW AND ACCEPTANCE – Bell Data Systems, Inc. shall make available to the Customer the Software Application in “test mode.” The Customer with the assistance of Bell Data Systems, Inc. will be required to review and test the system to ensure that the software application as developed satisfies the needs identified in the Needs Analysis. The Customer will have **thirty (30) days** from the day the Software Application is first made available in “test mode” to document and communicate to Bell Data Systems, Inc. all necessary changes or modifications. **The Customer should take care to properly review and test the Software Application and communicate necessary changes to Bell Data Systems, Inc. as requests for changes or modifications after the completion of step 4 will incur additional charges.** The Customer's failure to respond to Bell Data Systems, Inc. by the expiration of the review period will indicate Customer's Acceptance of the Software Application.
  - Step 4: Bell Data Systems, Inc. shall implement the changes or modifications identified in step 3 (certain exceptions apply) to the application and will notify Customer upon completion of changes or modifications..
  - Step 5: SECOND CUSTOMER REVIEW AND ACCEPTANCE – Upon notification of the completion of changes or modifications by Bell Data Systems, Inc., The Customer shall have 14 days to perform a second review of the system as developed to verify that all changes identified in step 4 were implemented. The Customer's failure to respond to Bell Data Systems, Inc. by the expiration of the review period will indicate Customer's Acceptance of the Software Application. Any requests for **new changes or modifications** to the Software Application not previously communicated in step 3 will subject the Customer to additional charges. Customer may be required to sign a Final Acceptance form before Bell Data Systems, Inc. proceeds with training and implementation.
2. DATA CONVERSION AND IMPORT BASIC: (only if included on page one of this customer agreement)
  - Step 1: PROVIDE TEMPLATE - Bell Data Systems, Inc. will provide Customer with a Microsoft Excel Data Import Template File. It will be the Customers responsibility to transfer current data to the Import Template File.
  - Step 2: TEST IMPORT DATA - Bell Data Systems, Inc. will test import the data entered into the Template File into the Application File.
3. DATA CONVERSION AND IMPORT CUSTOM: (only if included on page one of this customer agreement)
  - Step 1: PROVIDE SAMPLE FILE – Customer shall provide Bell Data Systems, Inc. with a sample data file to be converted and imported into the Application File.
  - Step 2: CONVERSION SET UP AND TESTING - Bell Data Systems, Inc. shall develop a data conversion and import utility based upon the Customer's sample data file. Bell Data Systems, Inc. will test the conversion and import utility.
4. SOFTWARE APPLICATION TRAINING AND IMPLEMENTATION:
  - Step 1: SET IMPLEMENTATION AND TRAINING DATES - Bell Data Systems, Inc. and Customer will set the actual “Go Live” date and will schedule training sessions as specified on page one of this Agreement.
  - Step 2: SET UP USERS – Bell Data Systems, Inc. and Customer will work together to set up initial list of users and assign them to a specific Workgroup within the Software Application.
  - Step 3: TRAINING – Bell Data Systems, Inc. will provide training as specified in the Customer Agreement.
  - Step 4: DATA CONVERSION – At the close of business (No later than 7:00 p.m. Eastern time) on the last business day immediately preceding the actual “go live” date, the Customer will provide Bell Data Systems, Inc. with a final data file to be converted and imported into the Software Application. The format of the data file will be the same format as the sample file previously supplied to Bell Data Systems, Inc. Bell Data Systems, Inc. will convert and import only complete and accurate records from the file. **Records with missing information, bad**



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dates, incorrect formatting, etc. will not be imported or if imported, it will be the responsibility of the Customer to “clean up” the bad data provided in the import file.

Step 4: GO LIVE – Bell Data Systems, Inc. will assist the customer on the actual “go live” date to ease the transition to the new Software Application.

### Service Level Agreement

#### Support Hours:

Standard Hours of Support: Monday-Friday 8:00am-5:00pm Eastern

On-call/ By Appointment Support: Monday-Friday 5:00pm-8:00pm Eastern

Weekend/After Hours: Emergency Support Only

#### Support Contact:

On-line support ticket site, accessed via the software application.

Email: [belldata.support@belldatasystems.com](mailto:belldata.support@belldatasystems.com)

After hours/ Emergency Phone: 888-845-0460 ext. 206

#### Response Time

Bell Data Systems, Inc. is deemed to have responded after having replied to the customer's initial request. This may be in the form of an email or telephone call, to either provide a solution or request further information.

Guaranteed response times depend on the priority of the item(s) affected and the severity of the issue.

Priority will be determined using the following criteria:

1. Number of customers affected
2. Effect on business mission
3. Context of problem
4. Deadlines
5. Estimated solution time
6. Application involved
7. Frequency of problem
8. Customer's sense of priority
9. Customer's commitment level
10. Availability of workaround
11. Threat to data integrity or computer security

The following will be used internally to prioritize calls and to give a response time commitment:

Severity Level	Description	Response Time
System Down	No site access to all users.	Immediate
Critical	Outage or significant customer impact that threatens future productivity.	Within 2 hours
Urgent	High-impact problem where production is proceeding, but in a significantly impaired fashion; there is a time-sensitive issue important to long term productivity that is not causing an immediate work stoppage; or there is significant customer concern.	Within 4 hours
Important	Important issue that does not have significant current productivity impact	Within 1 business day
Low/Informational	General request for information. No impact on regular usage of software.	Within 2 business days



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With the exception of a System Down level issue, response times apply during standard working hours unless otherwise specified.

### Resolution Times

Bell Data Systems, Inc. will always endeavor to resolve problems as swiftly as possible. However, Bell Data Systems, Inc. is unable to provide guaranteed resolution times because the nature and causes of problems can vary enormously. In all cases, Bell Data Systems, Inc. will make its best efforts to resolve problems as quickly as possible.

### Support Definitions

Technical support relates to determining and correcting issues with an application that are a result of programming and/or software compatibility issues. Examples of technical support issues include not being able to connect to the CSN application, errors that occur on multiple workstations, or errors when running a Bell Data Systems created report. Technical support does not include supporting, researching, or correcting errors due to client customization, client generated reports, or data entry errors.

Other support is subject to an additional charge, and includes but is not limited to data research and correction, new customization including new screens, reports, and modules, resolving issues created through misuse or unauthorized changes to the software. For HMIS customers whose CSN applications are based on the HUD standards, changes to screens, reports, and data as required by HUD are not subject to an additional charge when they are designed specifically per the requirements as defined by HUD. However, there will be an additional charge for agency specific customization to screens, reports, or data meant to collect data reported to HUD or any other federal partners.

### Vendor Responsibilities

Bell Data Systems, Inc. will

- provide and maintain the system used by the customer
- respond to support requests within the timelines listed above
- take steps to escalate and resolve issues in an appropriate, timely manner
- maintain good communication with the customer

### Customer Responsibilities

The customer will

- use the software as intended
- notify Bell Data Systems, Inc. of issues or problems in a timely manner
- provide Bell Data Systems, Inc. with access to equipment, software, and services for the purposes of maintenance and updates
- maintain good communication with Bell Data Systems

### Exclusions

This service agreement does not apply

- to other software, equipment, or services not purchased via and managed by Bell Data Systems, Inc.
- if the problem has been caused by using equipment, software, or services in a way not recommended
- if the customer has made unauthorized changes to the configuration or set up of affected equipment, software, or services
- if the customer has prevented Bell Data Systems, Inc. from performing required maintenance or updates
- if the issue has been caused by unsupported equipment, software, or other services
- in circumstances that could be reasonably said to be beyond the control of Bell Data Systems, Inc., such as floods, earthquakes, war, etc.
- if the customer is in breach of contract with Bell Data Systems, Inc. for any reason, including but not limited to late payment of fees.

Addendum to Subscription Agreement 1057, County of El Dorado Agreement #5585

Administrator: The County Officer or employee with responsibility for administering this Subscription Agreement \$1057, also known as #5585 is Alyson McMillan, Program Manager, Health and Human Services Agency, Community Services Division, or successor.

Requesting County of El Dorado Contract Administrator Concurrence:

By: *Alyson McMillan* Dated: 07/21/2021  
Alyson McMillan (Jul 21, 2021 08:27 PDT)  
Alyson McMillan, Program Manager  
Community Services Division

Requesting Department Head Concurrence:

By: *DS* Dated: 07/21/2021  
Don Semon (Jul 21, 2021 08:32 PDT)  
Don Semon, Director  
Health and Human Services Agency