

## CONTRACT ROUTING SHEET

Date Prepared: July 11, 2013

Need Date: ASAP

**PROCESSING DEPARTMENT:**

Department: Procurement & Contracts  
Dept. Contact: Ashley Boyd  
Phone #: x5804  
Department Head Signature: A. Boyd for Sue Hermitte

**CONTRACTOR:**

Name: j2 Global  
Address: 6922 Hollywood Blvd.; 5<sup>th</sup> Floor  
Los Angeles, CA 90028  
Phone: (530) 567-4444

**CONTRACTING DEPARTMENT:** Information Technologies

Service Requested: Electronic Fax Services  
Contract Term: Three (3) Years Contract Value: \$25,000/year  
Compliance with Human Resources requirements? Yes: \_\_\_\_\_ No: \_\_\_\_\_  
Compliance verified by: \_\_\_\_\_

**COUNTY COUNSEL:** (Must approve all contracts and MOU's)

Approved:  Disapproved: \_\_\_\_\_ Date: 7/15/13 By: J. San Pedro  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

Include in the Terms and Conditions §8(a) the following:  
"The limitations of liability in this Section 8(a) do not  
apply to claims arising out or related to: (i) breach  
of the warranty in section 7; or (ii) indemnity obligations  
in Section 8(b)."  
W/o this additional language, the dollar cap on  
vendor's liability for any claims cannot ever exceed  
\$ 5,000.

EL DORADO COUNTY COUNSEL  
2013 JUL 11 PM 4:55

Acknowledged - Kelly Webb

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

**RISK MANAGEMENT:** (All contracts and MOU's except boilerplate grant funding agreements)

Approved:  Disapproved: \_\_\_\_\_ Date: 7/16/13 By: [Signature]  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

**OTHER APPROVAL:** (Specify department(s) participating or directly affected by this contract).

Departments: \_\_\_\_\_  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

RECEIVED  
HUMAN RESOURCES DEPT.  
13 JUL 15 PM 4:33

j2 Global, Inc.

**CORPORATE SERVICES AGREEMENT**

**Cover Page**

This Corporate Services Agreement, consisting of this Cover Page, the attached Standard Corporate Terms and Conditions ("T&Cs") and any Service Order Form (each, a "Service Order Form") signed by the Parties (as defined below) relating to the Services (as defined below) (whether or not attached hereto) (collectively, this "Agreement"), is made and entered into as of the Effective Date below by and between j2 Global and Customer (each, as defined below). Each of j2 Global and Customer are sometimes referred to herein as a "Party" or collectively as the "Parties." This Agreement shall be valid and effective when signed by both Parties (such date, the "Effective Date").

**CERTAIN DEFINITIONS AND INFORMATION.** As used in this Agreement, the following terms shall have the meanings set forth below:

<b>j2 GLOBAL:</b>	<b>CUSTOMER (legal name, type and state of formation):</b>
"j2 Global" shall mean j2 Global, Inc., a Delaware corporation.	"Customer" shall mean El Dorado County, a county located in California.
<b>j2 Global Headquarters and Notice Address:</b>	<b>Customer Headquarters and Notice Address:</b>
6922 Hollywood Boulevard 5 <sup>th</sup> Floor Los Angeles, California 90028 ATTN: Legal Department	360 Fair Lane Placerville, CA 95667 ATTN: David Russell, Assistant IT Director, Information Technologies

The terms of this Agreement shall supersede the terms of the Customer Agreement set forth on j2 Global's Web sites.

By signing below, the Customer represents and warrants that it has read and understands all applicable parts of this Agreement.

j2 Global, Inc.

El Dorado County

By: \_\_\_\_\_

By: \_\_\_\_\_

(Authorized Signature)

(Authorized Signature)

Jeffrey D. Adelman

TERRI DALY

(Typed or Printed Name)

(Typed or Printed Name)

Vice President, General Counsel & Secretary

PURCHASING AGENT

(Title)

(Title)

August 2, 2013

August 31, 2013

(Date)

(Date)

APPROVED  
j2 Legal

KK

**j2 Global, Inc.**  
**Standard Corporate Terms and Conditions**

**CERTAIN DEFINITIONS:** Capitalized terms used and not defined herein have the same meanings given them in the Agreement Cover Page unless otherwise specified.

**AGREEMENT.** In exchange for the covenants and promises set forth herein, which the parties agree are sufficient consideration, the parties hereby agree as follows.

**1. SERVICES AND CUSTOMER EQUIPMENT; NO RESALE.** Subject to the terms and conditions of this Agreement, during the term of this Agreement j2 Global will provide to Customer the services described in the attached Service Order Form (the “**Services**”). Customer is responsible for providing all equipment necessary for it to use the Services, including its own desktop computer equipment, Internet access and email service. Customer agrees that it shall not resell, lease or otherwise permit the Services to be used by anyone other than employees, contractors, consultants and agents of Customer and its affiliated entities.

**2. FEES AND BILLING.** Customer will pay j2 Global all charges for the Services provided under this Agreement as set forth on the Service Order Form. All such charges are exclusive of sales taxes, valued added tax, universal service fees and other federal, state, municipal, or other governmental taxes, charges, or levies (collectively “**Taxes**”) now in force or enacted in the future, all of which Customer will be responsible for and will pay in full, except as required by law.

**a. Charges.** Customer’s payment obligation for Services shall accrue as of the Service Effective Date set forth in each applicable Service Order Form.

**b. Billing and Payment Terms.** Unless otherwise specified in the Service Order Form, j2 Global shall issue invoices on a monthly basis. All payments shall be made in U.S. Dollars, are due 30 days from the date of the invoice (“**Payment Due Date**”), and shall become past due if not paid by the Payment Due Date. Amounts not received by the Payment Due Date will accrue interest at a rate of one and one-half percent (1 ½%) per month, or the highest rate allowed by applicable law, whichever is lower.

**c. Credit Check and Credit Limit.** j2 Global’s acceptance of this Agreement is subject to satisfactory completion by j2 Global of a Customer credit check. Customer authorizes j2 Global to request information from a reporting agency to enable j2 Global to assess Customer’s credit history. Based on the results of the credit check, j2 Global will establish a credit limit as j2 Global deems appropriate. If Customer incurs charges beyond its established credit limit, j2 Global will be entitled to immediate payment for such charges. If Customer fails to make any payment by the Payment Due Date or exceeds the credit limit established by j2 Global, j2 Global will have the right, upon written notice to Customer, to require a security deposit or other reasonable assurance to secure Customer’s payment obligations hereunder.

**3. CUSTOMER’S USERS.** Customer agrees that it is responsible for all individual users who access and/or use the Services through Customer’s corporate account (such individuals

are referred to herein as “**End Users**”). Accordingly, the terms, conditions, restrictions and obligations of this Agreement applicable to Customer (excluding Customer’s payment obligations) shall be construed to also apply to all End Users, and Customer shall be liable for any breach hereof by any End User. Each of Customer and any End User is entirely responsible for maintaining the confidentiality of their account password and account information.

**4. CUSTOMER CONDUCT.** Customer is solely responsible for the contents of its transmissions through the Services. j2 Global reserves the right to take any action with respect to the Services that j2 Global deems necessary or appropriate in j2 Global’s sole discretion if j2 Global believes Customer or its information may create liability for j2 Global, compromise or disrupt the Services for other j2 Global customers, or may cause j2 Global to lose the services of its Internet service providers or other suppliers. Customer agrees: (a) to comply with U.S. law regarding the transmission of technical data exported from the U.S. through the Services; (b) not to use the Services for illegal purposes, including but not limited to distribution of unsolicited facsimile advertisements; (c) not to use Service telephone numbers as repositories for responses to unsolicited email advertisements; (d) not to use the Services to infringe any third party’s copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; and (e) not to transmit through the Services any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature.

**5. PRIVACY POLICY.** j2 Global is dedicated to establishing trusting relationships with its customers, based on respect for personal identity and information. A current copy of j2 Global’s Privacy Policy (“**Privacy Policy**”) is available at [www.eFaxCorporate.com](http://www.eFaxCorporate.com) and is incorporated herein by reference. If j2 Global decides to update its Privacy Policy, j2 Global will notify Customer via email and post a revised Privacy Policy at [www.eFaxCorporate.com](http://www.eFaxCorporate.com). If any Privacy Policy update materially and adversely impacts Customer and Customer desires to object to the change, within fourteen (14) days of the effective date of such update Customer must provide j2 Global a written notice of objection, setting forth in reasonable detail the basis for Customer’s objection. Failure to deliver such notice within such fourteen (14) day period will be deemed acceptance to the Privacy Policy as modified. If mutual resolution is not achieved within thirty (30) days from the date j2 Global receives Customer’s notice of objection, then the previous version of the Privacy Policy, without the objected to change, will remain in effect as to Customer.

**6. CONFIDENTIAL INFORMATION.**

**a. “Confidential Information”** shall include (i) information which, regardless of form or method of disclosure, either Party specifically designates as confidential at the time of disclosure; (ii) any information, regardless of form or method of disclosure, customarily treated as confidential by a reasonable person, and (iii) the terms of this Agreement. Confidential Information shall not include, however, any information which (i) was publicly known prior to the time of disclosure by the

disclosing Party; (ii) becomes publicly known and made generally available after disclosure by the disclosing Party to the receiving Party through no action or inaction of the receiving Party in violation of this Agreement; (iii) is already in the lawful possession of the receiving Party at the time of disclosure by the disclosing Party as shown by the content of the receiving Party's files and records prior to the time of disclosure; (iv) is obtained by the receiving Party from a third party without a breach of such third party's obligations of confidentiality; or (v) is independently developed by the receiving Party without use of or reference to the disclosing Party's Confidential Information, as shown by the receiving Party's documents or other competent evidence in the receiving Party's possession.

b. All information provided by Customer to j2 Global in connection with the activation of Services or any End User accounts is Confidential Information of Customer. Neither Party shall use Confidential Information of the other Party for any purpose other than for the purpose of providing or using the Services or as otherwise expressly permitted herein. Each Party shall exercise reasonable care not to disclose, and to prevent its employees and agents from disclosing, any Confidential Information of the other Party. If a Party is compelled to disclose Confidential Information under the authority of a court, governmental agency, or law, the compelled Party shall promptly notify the other Party to the extent permitted. The other Party shall have the opportunity to object to the compelled disclosure prior to production of such Confidential Information.

## 7. REPRESENTATIONS AND WARRANTIES.

a. **Warranties by Customer.** Customer represents and warrants to j2 Global that: (i) Customer is duly organized and validly existing and has the legal power and authority to enter into this Agreement and to perform its obligations hereunder; (ii) the person signing this Agreement on behalf of Customer is duly authorized to do so, and upon its execution by such person, this Agreement is the valid and legally binding obligation of Customer; and (iii) Customer's and its End Users' use of the Services do not as of the Service Effective Date, and will not during the term of this Agreement, in any manner violate any applicable law or regulation.

b. **Warranties by j2 Global.** j2 Global represents and warrants to Customer that: (i) j2 Global owns or has the legal right and authority, and will continue to own or maintain the legal right and authority during the term of this Agreement, to provide the Services as contemplated by this Agreement; (ii) j2 Global is duly organized and validly existing and has the legal power and authority to enter into this Agreement and to perform its obligations hereunder; (iii) the person signing this Agreement on behalf of j2 Global is duly authorized to do so, and upon its execution by such person, this Agreement is the valid and legally binding obligation of j2 Global; (iv) j2 Global's Services as supplied to Customer in connection with this Agreement do not violate any applicable law or regulation; and (v) the Software (if "Software" is defined in the applicable Service Order Form) does not infringe upon any third party's patent, trademark or other intellectual property rights.

c. **No Other Warranty.** EXCEPT FOR ANY EXPRESS WARRANTY SET FORTH IN SECTION 7(b) HEREIN, OR IN THE SERVICE ORDER FORM, THE SERVICES AND THE SOFTWARE (if "Software" is defined in the applicable Service Order Form) ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. j2 Global expressly

disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose. Except as set forth in the applicable Service Order Form, j2 Global makes no warranty that the Services or the Software (if "Software" is defined in the applicable Service Order Form) will be uninterrupted, timely, secure or error free, or that any transmission through the Services will be sent or received. j2 Global makes no warranty regarding any goods or services purchased or obtained through any messages transmitted through the Services or any transactions entered into through the Services. Except as may otherwise be expressly set forth on the Service Order Form, j2 Global has no responsibility or liability for the deletion, corruption or failure to store any messages or other content maintained or transmitted by the Service. No statement, whether oral or written, obtained by Customer from j2 Global shall create any warranty not expressly made herein. Some jurisdictions do not allow the exclusion of certain warranties, so to the extent not allowed by law, some of the above exclusions may not apply.

## 8. LIMITATIONS OF LIABILITY AND INDEMNIFICATION.

a. **Consequential Damages Waiver; Limitation of Liability.** IN NO EVENT WILL EITHER PARTY BE LIABLE OR RESPONSIBLE TO THE OTHER FOR ANY TYPE OF INCIDENTAL, PUNITIVE, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOST REVENUE; LOST PROFITS; REPLACEMENT GOODS OR SERVICES; LOSS OF DATA OR MESSAGES RECEIVED OR SENT THROUGH THE SERVICES; LOSSES ASSOCIATED WITH TRANSACTIONS ENTERED INTO OR NOT ENTERED INTO THROUGH THE SERVICES; LOSS RESULTING FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF CUSTOMER'S TRANSMISSIONS OR DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING UNDER ANY THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. j2 GLOBAL'S LIABILITY TO CUSTOMER OR ANY THIRD PARTIES UNDER THIS AGREEMENT IS LIMITED TO THE LESSER OF (i) THE AMOUNT PAYABLE BY CUSTOMER TO j2 GLOBAL HEREUNDER DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE LOSS OR DAMAGE FIRST OCCURS, OR (ii) \$5,000. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO, TO THE EXTENT NOT ALLOWED BY LAW, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO THE PARTIES.

b. **Indemnification.** Subject to the limitations set forth elsewhere in this Agreement, each Party (the "Indemnifying Party") will indemnify, defend and hold the other Party and its subsidiaries, affiliates, officers and employees (the "Indemnified Party") harmless from and against any and all costs, liabilities, losses, and expenses (including but not limited to reasonable attorneys' fees) (collectively "Losses") resulting from any claim, suit, action, demand, or proceeding (each, an "Action") brought by any third party against the Indemnified Party arising from: (i) a Default by the Indemnifying Party, (ii) the gross negligence or willful misconduct of the Indemnifying Party or its employees, agents, contractors, or invitees, or (iii) any

failure by the Indemnifying Party or its employees, agents, contractors, or invitees, to comply with the law.

**c. Procedures.** The Indemnifying Party's obligations under Section 8(b) herein are conditioned upon: (i) the Indemnified Party promptly notifying the Indemnifying Party upon receipt of written notice of the Action for which the Indemnified Party seeks indemnity; (ii) the Indemnified Party tendering control of the defense of such Action and any related settlement discussions to the Indemnifying Party (provided, however, that the Indemnified Party may participate in such defense, at its own expense, with counsel of its own choosing); and (iii) the Indemnified Party, at the Indemnifying Party's request and expense, reasonably cooperating with and assisting the Indemnifying Party in its efforts to defend the Action. The Indemnifying Party shall obtain the Indemnified Party's prior written consent, which consent shall not be unreasonably withheld or delayed, for any settlement or compromise of any such Action that does not include an unconditional release of the Indemnified Party from the indemnified liability hereunder.

## 9. DEFAULT AND REMEDIES.

**a. Default by j2 Global.** The occurrence of any of the following will be a "Default" by j2 Global: (i) j2 Global fails to perform or observe any of its material obligations under this Agreement after a period of thirty (30) days after receiving written notice from Customer of such failure; or (ii) j2 Global's insolvency or liquidation as a result of which j2 Global ceases to do business; or (iii) the material breach of any representation or warranty made by j2 Global in this Agreement, except to the extent such breach is susceptible to cure, in which case there shall be no Default unless such breach is not cured by j2 Global within thirty (30) days after receiving written notice from Customer of such breach. A violation of any service level agreement referenced in any Service Order Form ("SLA") is expressly not a breach of a representation or warranty and is not a Default hereunder.

**b. Default by Customer.** The occurrence of any of the following will be a "Default" by Customer: (i) Customer fails to pay, when due, any amounts owing to j2 Global hereunder; or (ii) the material breach of any representation or warranty made by Customer in this Agreement, except to the extent such breach is susceptible to cure, in which case there shall be no Default unless such breach is not cured by Customer within thirty (30) days after receiving written notice from j2 Global of such breach; or (iii) Customer fails to perform or observe any of its other obligations under this Agreement after a period of thirty (30) days after receiving written notice from j2 Global of such failure; or (iv) Customer's insolvency or liquidation as a result of which Customer ceases to do business.

**c. Customer's Remedies for Default by j2 Global.** Remedies for failure to deliver the Services in accordance with any SLA are addressed entirely in the SLA. If j2 Global commits a Default, Customer will be entitled, at its election, to terminate this Agreement (including all Service Order Forms) or seek any available remedies at law or in equity.

**d. j2 Global's Remedies for Default by Customer.** If Customer commits a Default, j2 Global will be entitled, at its election, to exercise any one or more of the following remedies, then or at any time thereafter: (i) to pursue any remedy available at law or in equity, (ii) to terminate any or all Service Order Forms (it may elect to terminate some but not others) or this

Agreement as a whole; and (iii) to suspend Services.

**10. TERM AND TERMINATION.** The term of this Agreement will commence on the Effective Date and end when all Service Order Forms have expired or terminated in accordance with their terms or the terms of this Agreement. The term of each Service is set forth in the applicable Service Order Form. Upon expiration or termination of the Services under a given Service Order Form, Customer's right to use the Services under such Service Order Form shall cease immediately. Upon termination of this Agreement, Customer's right to use the Services shall cease immediately in their entirety. Upon termination of Services, Customer shall have no right and j2 Global shall have no obligation thereafter to have any unopened or unsent messages forwarded to Customer or any third party with respect to the terminated Services.

## 11. OTHER PROVISIONS.

**a. Non-Assignment; No Third-Party Rights.** Customer may not assign or transfer this Agreement or any rights hereunder, and any attempt to do so is void. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of, the Parties and their respective successors and assigns. This Agreement is for the sole benefit of the Parties, and nothing herein will be construed as giving any rights to any person not a Party hereto.

**b. Independent Contractors.** The Parties will have the status of independent contractors, and nothing in this Agreement will be deemed to place the Parties in any other relationship, including employer-employee, principal-agent, partners or joint ventures.

**c. Non-Waiver/Severability.** Failure of either Party to enforce any of its rights hereunder will not be deemed to constitute a waiver of its future enforcement of such rights or any other rights. If any term of this Agreement is held to be invalid, the remainder of the Agreement will remain in force.

**d. Force Majeure.** Either Party will be excused from any delay or failure in performance hereunder, other than the payment of money, caused by or due to any cause beyond its reasonable control, including, but not limited to acts of God, earthquake, flood, third party labor disputes, utility curtailments, power failures, explosions, civil disturbances, vandalism, riots, war, governmental actions, and acts or omissions of third parties. The obligations and rights of the party so excused will be extended on a day-to-day basis for the period of time equal to that of the underlying cause of the delay.

**e. Governing Law; Jurisdiction.** This Agreement will be governed by and construed in accordance with the substantive laws of the State of California, without regard to conflict of law principles. The UN Convention on Contracts for the International Sale of Goods is expressly disclaimed. Both Parties submit to personal jurisdiction in California and further agree that any cause of action relating to this Agreement shall be brought exclusively in a court in Los Angeles County, California.

**f. Integration.** This Agreement expresses the complete and final understanding of the Parties with respect to the subject matter hereof, and supersedes all prior communications between the Parties, whether written or oral with respect to the subject matter hereof. No modification of this Agreement will be binding upon the Parties hereto, unless in

writing and executed by Customer and j2 Global.

**g. Notices.** Except where other means of communication are expressly provided for in this Agreement, all notices provided for hereunder will be in writing, signed by the Party giving the same, and will be deemed properly given and received (i) on the next business day after deposit for overnight delivery by an overnight courier service or (ii) three business days after mailing, by registered or certified mail, return receipt requested. All such notices or other instruments or communications will be sent to the Customer Address set forth on the Cover Page or to the j2 Global Notice Address set forth on the Cover Page, as applicable. Either Party may change its address for notices hereunder by notice to the other Party.

**h. Survival.** The respective obligations of j2 Global and Customer, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding Proprietary Rights, Confidential Information, limitation of liability and indemnification, shall survive the termination or expiration of this Agreement.

**i. Services Provided by Carriers.** j2 Global delivers the Services to Customer using, in part, services purchased from telecommunications carriers (“Carriers”). j2 Global does not provide or resell telecommunications services, but may integrate telecommunications services from Carriers into the Services. The per-minute charge, if any, charged by j2 Global to its Customers for the Services includes: (i) the charges, surcharges, taxes, fees, and assessments imposed on j2 Global by Carriers, calculated on a per minute basis (“Carrier charges”), and (ii) a Services management fee equal to the difference, if any, between the charges imposed by j2 Global for the Services and Carrier charges.

**[END OF STANDARD CORPORATE TERMS AND CONDITIONS]**

This Service Order Form is entered into by and between j2 Global, Inc., a Delaware corporation (“**j2 Global**”), and Eldorado County, a county of California (“**Customer**”) and is effective as of the date the Parties have both signed below (the “**Service Effective Date**”).

## 1. Defined Terms

Capitalized terms used but not defined in this Service Order Form have the meanings given to them in the T&Cs (defined below) or the Cover Page (defined below).

## 2. Description of the Service

### a. General

j2 Global is providing Customer with a capability to send and receive faxes using electronic mail (“email”) under the brand eFax® Corporate™ utilizing TLS encryption pursuant to the terms and conditions set forth in this Service Order Form. Faxes are sent and received as email attachments. Customer can assign Service telephone numbers to End Users through the Administrative Tool (defined below), and each such Service telephone number available for assignment through the Administrative Tool, whether or not assigned, is referred to herein as a “**Billable Service Number**.”

### b. TLS Encryption

The j2 Global TLS encryption service enables j2 Global to route faxes to Customer through encrypted secure email. Faxes sent to Customer through the Service will be routed through a single gateway and will be encrypted as they pass across the Internet. SMTP over TLS is implemented using the Extended SMTP (E-SMTP) protocol, and is detailed in RFC 3207. j2 Global TLS transmissions use enforced TLS via an X.509 certificate exchange. The use of TLS is negotiated between SMTP servers by use of a single Service Extension to SMTP, known as STARTTLS. If the request is accepted, the two servers will validate each other’s certificates and the channel then becomes encrypted. After this point, all communications between the servers will be private. For inbound faxing, Customer’s MTA (Mail Transfer Agent) provides its server certificate for authentication. For outbound faxing, j2 Global’s MTA supplies its server certificate for authentication.

## 3. Customer’s Administrator

As part of the registration process for the Service, Customer shall be required to provide Customer’s contact information via j2 Global’s website. Once Customer’s account is activated, j2 Global will automatically send an administrator user name and password by email to the individual designated by Customer in the registration process as Customer’s administrative contact (the “**Administrator**”). The Administrator can access j2 Global’s web-based administrative tool using the Administrator user name and password at the website designated by j2 Global (the “**Administrative Tool**”). Through the Administrative Tool, the Administrator can assign, reassign or unassign Billable Service Numbers to End Users. Customer acknowledges and agrees that all Service telephone numbers assigned, reassigned or unassigned through the Administrative Tool are Billable Service Numbers. In order to remove a Billable Service Number from Customer’s account, and thereby avoid charges for that number, Customer must send j2 Global’s Corporate Sales Department a removal request via email to CorpOrders@j2.com.

## 4. Software Licenses

### a. Licenses

j2 Global hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable, royalty-free license to use the Administrative Tool, together with the related documentation (collectively, the “**Tool**”), during the term of this Service Order Form and solely for the purpose of performing administrative services for Customer’s Service account. j2 Global also hereby grants to Customer a non-exclusive, non-transferable, non-

sublicensable, royalty-free license during the term of this Service Order Form for each End User to install j2 Global's "Messenger Plus" computer program on each such End User's personal computer in object code form only, and to use it along with its related documentation (such program and documentation, collectively, "Messenger Plus"). The Tool and Messenger Plus are collectively referred to herein as the "Software."

#### **b. Ownership and Use of Software**

j2 Global retains all right, title and interest in and to the Software and all parts thereof, including, without limitation, copyrights, trademarks, trade secrets, patents and other similar intellectual and other property rights ("Proprietary Rights"). Customer acknowledges and agrees that nothing in this Service Order Form, the T&Cs, the Cover Page or the SLA shall in any way be construed to provide an express or implied license to modify, improve or manipulate any of the Software, or exploit the Software or the Proprietary Rights in any matter not expressly permitted herein.

#### **c. Restrictions**

Customer is prohibited from attempting to create or derive any of the source code or other technology or data within the Software by disassembly, reverse engineering or any other method, or otherwise reduce the Software to a human-perceivable form.

#### **d. Termination**

Customer's license to the Tool will automatically terminate without notice upon expiration or termination of this Service Order Form. All licenses to the Software will terminate immediately without notice from j2 Global if Customer or any of its End Users fails to comply with any provision of this Section 4, but if such violation relates only to a single End User, then the licenses will not terminate as to the Customer and its other End Users so long as Customer cures the violation within five (5) business days following the earlier of knowledge of the violation or receipt of written notice from j2 Global regarding the violation. Upon expiration or termination of this Service Order Form for any reason, Customer must cease all use of the Software and destroy all copies of Messenger Plus.

### **5. Service Level Agreement**

The attached eFax<sup>®</sup> Corporate<sup>™</sup> Service Level Agreement ("SLA") outlines various service level metrics for the Service. The SLA constitutes Customer's sole and exclusive remedy for j2 Global's provision of or failure to provide Service to Customer, except that j2 Global shall have no obligation to compensate Customer under any SLA while Customer is in Default. The SLA currently in effect on the Service Effective Date is attached hereto, and j2 Global may amend the SLA periodically provided that (a) Customer is informed at least thirty (30) days in advance of any such amendment; and (b) the amendment does not materially and adversely alter the provision of Service. If Customer reasonably and in good faith believes that an SLA amendment materially and adversely alters the provision of Service hereunder, Customer may provide written notice to j2 Global within thirty (30) days of receiving j2 Global's notice setting forth in reasonable detail Customer's basis for such belief. j2 Global shall have thirty (30) days to address the Customer's concern and reach a mutually agreed upon resolution. If mutual resolution is not achieved, the previous version of the applicable SLA will remain in effect for the remainder of the then current term of this Service Order Form.

### **6. Term**

The term of this Service Order Form shall commence on the Service Effective Date and end thirty-six (36) months from the first day of the month following the Service Effective Date (the "Term").

j2 Global or Customer may terminate this Agreement in whole or in part upon sixty (60) calendar days written notice without cause. If such prior termination is effected, Customer will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination. In no event, however, shall Customer be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, j2 Global shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.



**7. Charges**

Service fees consist of the following:

**a. Billable Service Number Activation Fee**

Customer agrees to pay an activation fee of \$1.50 for each Billable Service Number added to Customer’s account. No charges will accrue if the name or email address of the End User assigned to a Billable Service Number is changed. The activation fee for a new Billable Service Number added to Customer’s Service is invoiced in the month following addition of such new Billable Service Number.

**b. Monthly License Fee**

j2 Global will provision up to 1,000 Billable Service Numbers to Customer and in exchange Customer agrees to pay j2 Global a fixed monthly fee of \$1,500; provided, however, that toll free Billable Service Numbers require an additional charge of \$1.00 per Billable Service Number per month. The monthly license fee will not decrease if Customer deploys fewer than 1,000 Billable Service Numbers in any month. Monthly license fees are non-refundable if Customer terminates Billable Service Numbers during the month.

The parties to this Agreement recognize and acknowledge that Customer is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, Customer will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, Customer shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the Services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and Customer released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the Customer, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

**c. Fee for Additional Billable Service Numbers**

Customer may add additional Billable Service Numbers beyond the 1,000 included Billable Service Numbers at anytime during the term of this Service Order Form. Additional Billable Service Numbers will be billed at a monthly fee of \$1.50 per local (i.e., non-toll free) Billable Service Number or \$2.50 per toll-free Billable Service Number. Per Billable Service Number fees are non-refundable if Customer terminates Billable Service Numbers during the month.

**d. Usage Fees**

Customer agrees to pay the following per page usage fee for each page sent or received through the Service:

Per Page Usage	
Sending	Receiving
\$0.07	\$0.07

Usage fees incurred in a month are invoiced in the following month.

Each page sent or received through the Service will constitute the greater of one page or the number of full and partial 60-second increments of transmission time for such page. For sending only, the per page usage fees set forth above apply only to faxes sent within the 50 United States.

**e. TLS Service Fees**

Customer agrees to pay j2 Global a TLS service set up fee and monthly maintenance fees as follows:

<b>Initial Setup Fee</b>	<b>Monthly Maintenance Fee</b>
\$100	\$100

The initial set up fee is invoiced in the month following the Service Effective Date. Monthly maintenance fees are invoiced monthly in arrears.

**f. Invoicing**

Although j2 Global currently bills all fees monthly in arrears, j2 Global reserves the right to begin invoicing fees in advance, in which case Customer will receive two invoices from j2 Global in the month advance billing is implemented, one invoicing fees from the prior month and the second invoicing fees for the upcoming month. In the event j2 Global begins invoicing fees in advance, per page usage fees will be invoiced in advance based on one-twelfth (1/12) of annual usage commitment (if any) and, as applicable, will be adjusted based on actual usage.

**Customer hereby orders the foregoing usage plan, and agrees to pay for all applicable charges as set forth in this Service Order Form in accordance with the Agreement.**

**8. Porting Fees**

j2 Global and Customer acknowledge and agree that Customer may be porting certain telephone numbers from Customer's current telecommunications carrier(s) to j2 Global's telecommunications carrier(s) to be placed in j2 Global's name ("**Ported DIDs**"). j2 Global's charges for these Ported DIDs depends on their location and quantity. For avoidance of doubt, all Billable Service Numbers provided to Customer under this Service Order Form, as opposed to Ported DIDs, ("**Non-Ported DIDs**") will remain the exclusive property of j2 Global and will not be subject to porting to Customer; provided, however, that j2 Global will, at Customer's written request, provide specially designated blocks of Non-Ported DIDs, designated at j2 Global's sole discretion ("**Designated Non-Ported DIDs**"), to Customer and will treat such Designated Non-Ported DIDs as Ported DIDs for purposes of this Section 8.

For United States locations, ports are priced based on the quantity of numbers being billed. For blocks of at least 50 DIDs, where an entire range under a single billing telephone number is being ported ("**Block Ports**"), there is a one-time fee of \$3.00 for each Ported DID, which will be invoiced on the monthly bill for the month in which Customer makes the request to port. In the event Customer requests that any such Ported DIDs be ported back to Customer, Customer will pay j2 Global a fixed fee of \$100.00, plus \$3.00 per Ported DID requested to be ported back to Customer.

For United States locations that are not block ports, there is a one-time fee of \$15.00 for each Ported DID, which will be invoiced on the monthly bill for the month in which Customer makes the request to port. In the event Customer requests that any such Ported DIDs be ported back to Customer, Customer will pay j2 Global a fixed fee of \$100.00, plus \$15.00 per Ported DID requested to be ported back to Customer.

For non-United States locations, ports must be priced on a case by case basis. j2 Global shall send in writing the cost of any port to Customer prior to initiating the port. The Customer can choose to agree in writing to this fee and move forward with the port or decline to port the numbers. The fee will be invoiced on the monthly bill for the month in which Customer makes the request to port. In the event Customer requests that any such Ported DIDs be ported back to Customer, j2 Global shall identify in writing the fee and Customer shall agree in writing to pay j2 Global this fee.

Customer shall not delete from their account Ported DID's during the term of this Service Order Form.

Upon termination of this Service Order Form (other than termination due to a Default by Customer), j2 Global agrees, following receipt of a written request from Customer received within 60 days of the termination date, to use commercially reasonable efforts to transfer back the Ported DID's to a telecommunications provider designated by Customer. In the event Customer fails to request to port any Ported DID's back to Customer within sixty (60) days of the termination of this Service Order Form, Customer shall no longer have a right to have any Ported DID's ported back to it.

**Customer hereby agrees to the foregoing terms and conditions regarding Ported DID's and agrees to pay all porting fees as set forth in this Service Order Form in accordance with the T&Cs.**

**9. Re-Assignment of Billable Service Numbers.**

Customer understands that j2 Global, as customer of record of all Billable Service Numbers, will not be liable for any damages whatsoever arising out of any re-assignment of any Billable Service Number following termination of this Service Order Form or deletion by Customer of such telephone number from Customer's account. Customer further acknowledges and agrees that j2 Global, as the customer of record of all Billable Service Numbers, 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 j2 Global.

**10. Documents Incorporated by Reference**

The following documents are incorporated herein by reference:

**APPROVED** Cover Page dated 8/31/13 (the "Cover Page") with attached Standard Corporate Terms  
**j2 Legal** and Conditions ("T&Cs")  
**KK** Service Level Agreement ("SLA")

**j2 Global, Inc.**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*[Handwritten Signature]*

Jeffrey D. Adelman

Vice President, General Counsel & Secretary

August 2, 2013

**El Dorado County, Purchasing Agent**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*[Handwritten Signature]*

TERRI DALY

PURCHASING AGENT

August 31, 2013

**El Dorado County Contract Administrator:**

Signature

Kelly Webb, IT Director  
County of El Dorado  
Information Technologies  
360 Fair Lane  
Placerville CA 95667

*[Handwritten Signature]* 8/1/13

**El Dorado County Technical Contact:**

David Russell, Assistant IT Director  
County of El Dorado  
Information Technologies  
360 Fair Lane  
Placerville CA 95667

j2 Global uses commercially reasonable efforts to achieve the following customer support and maintenance and performance standards for the eFax® Corporate™ Service, measured on a monthly basis:

### 1.0 Customer Support Standards

1.1 Availability. j2 Global will provide support to answering incoming customer support phone calls and e-mail messages 24 hours per day, 7 days a week.

1.2 Speed to Answer. j2 Global's goal is to answer 90% of all incoming customer support phone calls within 3 minutes. j2 Global's goal is to respond to 90% of all incoming email messages by the next business day.

### 2.0 Maintenance and Performance Standards

2.1 Network Server Availability. The j2 Global network is a private IP-based network that is used for message transport and system management. j2 Global's goal is to maintain its network servers uptime at 99.5%, except for those periods during scheduled or emergency network and/or application maintenance.

2.2 Web Site Availability. j2 Global's goal is to maintain all Website and Web access servers to operate at not less than a 99.5% service level.

2.3 Delivery of Inbound Faxes. j2 Global's goal is to attempt initial delivery of 95% of all incoming faxes of five pages or less to the Customer via the Internet within 5 minutes (larger sized faxes, by their very nature, take more time to process). Time of delivery is calculated beginning with j2 Global's receipt of the complete fax transmission via the public switched telephone network ("PSTN") and ending with j2 Global's initialization of transmission of the digitized version of the fax via the Internet. j2 Global determines achievement of this goal on a monthly basis by tracking a representative sample of transmissions from j2 Global's data center.

2.4 Timing of Delivery of Outbound Faxes. j2 Global's goal is to send 95% of all faxes of five pages or less within 10 minutes of receipt by j2 Global from the Internet of the request to send the fax (larger sized faxes, by their very nature, take more time to process). Time of delivery is calculated beginning with j2 Global's receipt of the fax at j2 Global's media servers and ending with j2 Global's initial attempt to transmit the fax to the Customer's fax recipient via the PSTN. j2 Global determines achievement of this goal on a monthly basis by tracking a representative sample of fax transmissions from j2 Global's outbound servers.

### 3.0 Credit Allowances for SLA Failures and Service Outages

3.1 SLA Failures. If in any given month the Customer believes that j2 Global has failed to achieve any of the foregoing goals, the Customer must deliver a written request to j2 Global within 14 days following the end of the month for a report detailing j2 Global's performance against the given goal. j2 Global will provide the report to the Customer within 14 days of receipt of the request. If the report demonstrates failure to achieve the given goal, an "SLA Failure" will have occurred under the Service Order Form for the impacted service (the "Impacted SOF") and j2 Global will provide the Customer a service credit of 1% of the Customer's monthly recurring fee (or 1% of 1/12 of the Customer's annual fee) under the Impacted SOF, multiplied by the percentage by which j2 Global failed to achieve the given goal. For example, if j2 Global achieves a 90% delivery of outbound faxes under Section 2.4 above, then the Customer would be eligible to receive a service credit of 5% under the Impacted SOF. Customer may request up to four (4) such reports per any 12-month period, plus one (1) additional report for each prior report that demonstrates failure to achieve any goal.

3.2 Limitations. Credits attributable to any month for SLA Failures shall not exceed the total license fee payable by Customer for that month (or, if applicable, 1/12<sup>th</sup> of the annual license fee paid by Customer) under the Impacted SOF. Credits are not applied against usage fees or any other fees payable by Customer to j2 Global. No credit allowance will be made for:

3.2.1 SLA Failures arising from the breach by Customer of the provisions of the Service Order Form or the T&Cs, or any SLA Failures due to any party other than j2 Global or for events happening on any other party's network, including but not limited to Internet service providers or telecommunications providers connected to, or providing service connected to, the Service or j2 Global's facilities;

3.2.2 SLA Failures due to the failure or malfunction of equipment not owned or operated by j2 Global, including service connected to Customer-provided electric power;

3.2.3 SLA Failures during any period in which j2 Global does not have reasonable access to its facilities and equipment for the purpose of investigating and correcting interruptions, such as during disasters;

3.2.4 SLA Failures during any scheduled maintenance period or when Customer has released service to j2 Global for maintenance purposes or for implementation of a Customer order for a change in service arrangements; or

3.2.5 SLA Failures due to force majeure events beyond the reasonable control of j2 Global.

#### **4.0 Termination Right for Chronic SLA Failures and Service Outages**


If a particular SLA Failure occurs within more than three (3) consecutive months, or any combination of SLA Failures occur within more than five (5) consecutive months; then Customer shall be permitted to terminate the Impacted SOF without liability (except for past performed services) by delivering j2 Global written notice of termination within fourteen (14) days of receipt of the most recent report demonstrating the applicable SLA Failures.

# CONTRACT ROUTING SHEET

Date Prepared: January 14, 2015

Need Date: January 28, 2015

**PROCESSING DEPARTMENT:**

Department: Procurement & Contracts  
Dept. Contact: Ashley Boyd  
Phone #: x5804  
Department Head Signature: 

**CONTRACTOR:**

Name: J2 Global  
Address: 6922 Hollywood Blvd., Suite 500  
Los Angeles, CA 90028  
Phone: 323-860-9200

**CONTRACTING DEPARTMENT:** Information Technologies

Service Requested: eFax  
Contract Term: Three (3) Years Contract Value: \$58,320.00  
Compliance with Human Resources requirements? Yes: \_\_\_\_\_ No: \_\_\_\_\_  
Compliance verified by: N/A

**COUNTY COUNSEL:** (Must approve all contracts and MOU's)

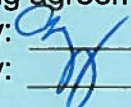
Approved:  Disapproved: \_\_\_\_\_ Date: 1/28/2015 By: J. San Pedro  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

EL DORADO COUNTY COUNSEL  
2015 JAN 16 PM 4:07

PLEASE FORWARD TO RISK MGMT. THANKS!!

~~DO NOT FORWARD. PLEASE CALL X5804 FOR PICK UP. THANKS!~~

**RISK MANAGEMENT:** (All contracts and MOU's except boilerplate grant funding agreements)

Approved:  Disapproved: \_\_\_\_\_ Date: 1/28/15 By:   
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

UPLOADED TO EBX 1/14/15. UAB.

15 JAN 28 PM 2:24  
JACOBS DEPT.

**OTHER APPROVAL:** (Specify department(s) participating or directly affected by this contract)

Departments: \_\_\_\_\_  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

**ORIGINAL**

**198-S1311  
Amendment One**

This amendment (the "Amendment One") is made and entered into as of the date both parties sign below (the "Amendment One Effective Date") by and between j2 Global, Inc., now known as j2 Cloud Services, Inc., a Delaware corporation ("j2"), and El Dorado County, a political subdivision of the State of California ("Customer").

**WHEREAS**, On August 31, 2013, the parties entered into an eFax Corporate Services Agreement (the "Agreement").

**WHEREAS**, j2 has changed its name and wishes to reflect that name change as set forth herein.

**NOW, THEREFORE**, j2 and Customer each desire to enter into this Amendment One in order to supplement the terms of the Agreement as follows:

1. The Agreement is hereby amended effective June 10, 2014 by replacing "j2 Global, Inc." with "j2 Cloud Services, Inc." for all purposes in all references in the Agreement.
2. j2 will operate with Customer under the name "j2 Cloud Services, Inc."
3. Capitalized terms used but not defined herein shall have the meanings given to them in the Agreement.
4. Except as expressly supplemented herein, the Agreement remains unmodified and in full force and effect. j2 and Customer expressly ratify and reaffirm the terms of the Agreement as modified by this Amendment One.
5. This Amendment One may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

**IN WITNESS WHEREOF**, j2 and Customer have duly executed this Amendment One as of the Amendment One Effective Date.

**j2 Cloud Services, Inc.**

**El Dorado County**

BY: [Signature]

BY: [Signature]

PRINT  
NAME: TODD WEINER

PRINT  
NAME: PAMELA KINORR

TITLE: DIR. OF CORPORATE ACCOUNTS

TITLE: PURCHASING AGENT

DATE: FEB 19 2015

DATE: 2/24/15

APPROVED  
j2 Legal  
[Signature]

[Signature]



# COUNTY of EL DORADO

Procurement & Contracts

BLANKET PURCHASE ORDER

PURCHASE ORDER NO.

BP20140213

DATE	REQUISITION NO.	TYPE	BLANKET PO#	PAGE	DELIVERY DATE	EXPIRATION DATE	THIS NUMBER MUST BE ON ALL INVOICES, PACKING LISTS, AND RELATED PAPER WORK.
09/20/13		BP		01		09/01/18	

VENDOR	J2 GLOBAL COMMUNICATIONS, INC. 6922 HOLLYWOOD BLVD. SUITE 500 LOS ANGELES CA 90028	SHIP TO	THIS IS NOT AN ORDER SEE SPECIFIC ORDERS AGAINST BLANKET FOR SHIP TO ADDRESS
--------	--	---------	---

REQUESTOR	F.O.B. POINT	TERMS
RP	DESTINATION	NET 30

## NOTE CONDITIONS ON REVERSE

LINE	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED TOTAL
001			909-05 CONTRACT SET-UP (BP)  AGM #198-S1311 - ELECTRONIC FAX SERVICES - TERM: 08/31/2013 - 09/01/2016 - NTE: \$1,500.00 / MONTH PLUS FEES		

CONTRACT AMOUNT: 58,320.00

This Purchase Order expressly limits acceptance to the terms and conditions stated herein, set forth on the reverse side hereof and any supplementary or additional terms and conditions annexed hereto or incorporated herein by reference. Any additional or different terms and conditions proposed by seller are objected to and hereby rejected.

PLEASE REFER ALL QUESTIONS CONCERNING THIS ORDER TO:

JAIME MAHANEY  
(530) 621-7664 EXT 7664

VENDOR NUMBER : 021462

SFX TOTAL INDEX SUB-OBJECT USER CODE

REQUESTING DEPT: INFORMATION TECHNOLOGIES  
360 FAIR LANE  
  
PLACERVILLE CA 95667

I hereby certify that this purchase order is issued in accordance with procedures prescribed by ordinance and BOS Policy C-17 governing purchase of such items for the County of El Dorado.

**FOR ENCUMBRANCE PURPOSES ONLY**

(Note: Authorized signature in lieu of Purchasing Agent for purchases less than \$5,000.00)

16-0013 A 16 of 16

M 74535